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Account Reference : IMPACC (IV)/ dl729603/ DELHI/ DL-ESD
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Purchased by : BIOTECH CONSORTIUM INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : BIOTECH CONSORTIUM INDIA LIMITED
Second Party : Not Applicable
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Stamp Duty Amount(Rs.) : 100 (One Hundred only)



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MEMORANDUM OF AGREEMENT (MoA)

This Bipartite Memorandum of Agreement (MoA) is made this 13th of January 2026 ("Effective Date")

BY AND BETWEEN

Indian Institute of Science Education and Research, Kolkata having its Registered Office at Campus Rd, Mohanpur, Haringhata Farm, West Bengal India 741246. (hereinafter referred to "IISER-K" which expression shall include its successors-in-interest/business and permitted assigns) of the one part;

AND



Handwritten signature of a representative of Biotech Consortium India Limited



Handwritten signature of a representative of IISER Kolkata

The authenticity of this Stamp certificate should be verified at www.stampstamp.com or using any discrepancy in the details on this Certificate and as available on the website / Mobile App where it is valid. The onus of checking the legitimacy is on the users of the certificate.

Biotech Consortium India Ltd., New Delhi, a company registered under the Companies Act, 1956 having its Registered Office at Anuvrat Bhawan, 5<sup>th</sup> Floor, 210, Deen Dayal Upadhyaya Marg, New Delhi – 110 002 (hereinafter referred to as 'BCIL' which expression shall include its successors-in-interest, liquidators, administrators and assigns) of the second part;

(Each herein referred to individually as a "Party", and collectively as the "Parties").

WHEREAS IISER-K is created through a proclamation of Ministry of Education, Government of India, and is engaged in education and research and has developed promising intellectual property having commercial potential.

WHEREAS BCIL is a public limited company established as an initiative of the Department of Biotechnology (DBT), Ministry of Science and Technology, Government of India, along with All India Financial Institutions, providing specialized services including technology transfer, intellectual property management, regulatory support, capacity building, etc.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

## 1. INTERPRETATION

- 1.1 **Effective Date** shall mean the date of signing of this MoA.
- 1.2 **Improvements** shall mean all refinements, developments, and alterations of and in the Technology(ies) (hereinafter defined)/Knowhow and/or Process(es) and/or the Product(s) capable of improving the technical, economic and/or other characteristic(s) of any of them and "development" shall also be construed accordingly.
- 1.3 **Intellectual Property** or **IP** shall mean patents, rights to inventions, copyright and related rights, moral rights, rights in designs, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other Intellectual Property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), divisional, continuations, continuations-in-part, reissues, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world regarding the Technology(ies).
- 1.4 **Licensee(s)** shall mean and include all interested companies/entrepreneurs who are Licensee(s) of BCIL and have signed/may sign a License Agreement with BCIL for the Technology(ies).
- 1.5 **Plant** shall mean any factory, facility, works or premises set up in the country and/or abroad of suitable capacity for the production of the Product(s) hereinafter defined.



- 1.6 **Process(es)** shall mean the Technology(ies) technical know-how, the technical knowledge, information data and documents relating to production, application and validation trials for using the Technology(ies) hereinafter defined.
- 1.7 **Product(s)** shall mean the article(s) or substance(s) or product(s) produced, made or manufactured or modified/adapted/alterd by use, exercise and/or practice of the Technology(ies), wholly or partially, with the intent to sell and vend such article/substance/product commercially, and shall include any other article, substance or product which has as its component or part thereof the article, made or manufactured by use/exercise of the Process(es) or which is an intermediate or derivative article, substance or product as well as modifications, developments or Improvement of any of them.
- 1.8 **Technology(ies)** shall mean the technologies including Patent applications filed in India & abroad, and know-how developed at IISER-K and assigned to BCIL for Intellectual Property Protection and facilitating transfer of technologies.

## 2. OBJECTIVE OF THIS AGREEMENT

BCIL and IISER-K agree to take all necessary steps required towards achieving the following:

- 2.1 Transfer of promising Technology(ies) to suitable companies in India and abroad;
- 2.2 Robust IP Management including IP assessment, IP filing and prosecution in time bound manner; and
- 2.3 Fostering entrepreneurship i.e. spin-outs from IISER-K.

## 3. SCOPE OF SERVICES

The scope of services towards effective management of Intellectual properties and technology transfer are detailed in Annexure 1 of this Agreement.

## 4. PERIOD OF AGREEMENT AND ITS EXTENSION

This MoA shall become effective on and from the date it is signed and shall be valid for a period of ten (10) years from the Effective Date and is extendable on mutual consent. The validity and terms of the License Agreement(s) executed during the period of this MoA shall continue to be valid for the Technology(ies) transferred even after the expiry or termination of this MoA, till the term of the respective License Agreements.

## 5. OBLIGATIONS OF BCIL

BCIL shall perform the services assigned by IISER-K to BCIL as per Annexure 1 in a professional, diligent and timely manner as follows-



A handwritten signature in blue ink, appearing to be "Anil".

## 5.1 Technology Transfer Services

- 5.1.a BCIL would undertake a preliminary evaluation on potential for the transfer of the assigned Technology(ies). Promising R&D leads with commercial potential will be taken-up by BCIL for technology transfer.
- 5.1.b BCIL shall identify and introduce the potential Licensee(s) to IISER-K with a view to facilitate detailed discussion on the Technology(ies) with the inventor(s) to address any technical queries to firm up their interest in transfer of the Technology(ies).
- 5.1.c BCIL would carry out valuation of the Technology(ies) based on which the terms of transfer of the Technology(ies) would be worked out in consultation with IISER-K.
- 5.1.d BCIL shall conduct all negotiations with the Licensee(s) for the transfer of the Technology(ies) based on the terms agreed between BCIL and IISER-K for the transfer of Technology(ies).
- 5.1.e BCIL shall prepare and execute various Agreements such as Non Disclosure Agreements, Material Transfer Agreement (MTA), License Agreement as may be required for discussion and transfer of the Technology(ies) to the potential Licensee(s) on behalf of IISER-K.
- 5.1.f BCIL shall periodically monitor the progress of the Technology(ies) transferred and facilitate troubleshooting in consultation with IISER-K.
- 5.1.g After start of commercial production, BCIL shall arrange for collection and distribution of royalties from the Licensee(s).

## 5.2 Intellectual Property Management.

- 5.2.a BCIL shall conduct IP assessment including prior art, patentability, Freedom to Operate (FTO) searches, and patent landscape analysis, as and when such request is made by IISER-K.
- 5.2.b BCIL shall file IPs as and when such request is made by IISER-K, in a time bound manner in order to obtain and retain priority
- 5.2.c BCIL shall ensure that all the office actions of filed IPs are responded within stipulated timelines set up by the respective patent offices.

## 6. OBLIGATIONS OF IISER-K

- 6.1 IISER-K shall assign BCIL the rights to transfer the Technology(ies) ready for transfer to suitable Licensee(s).
- 6.2 IISER-K shall make available to BCIL all relevant technical information pertaining to new research and development findings for which IISER-K intends to explore IP assessment/ protection through BCIL. All information so received from IISER-



K shall be kept confidential by BCIL as per Clause 10 (CONFIDENTIALITY) of this MoA.

- 6.3 For technology transfer services IISER-K shall provide to BCIL all data and other information required to identify, motivate and initiate dialogues with prospective Licensee(s) at home and/or abroad for the licensing of the Technology(ies) and/or the setting up of a Plant(s) for the manufacture of the Product(s); for which BCIL will maintain confidentiality as per Clause 10 (CONFIDENTIALITY) of this MoA.
- 6.4 IISER-K shall prepare the comprehensive Technology(ies) and Process(es) know-how package based on the scale at which the Technology(ies) has/have been developed including the information, data and documents concerning the Technology(ies) provided that such information, data or documentation may be so disclosed / provided by IISER-K to the Licensee(s) through BCIL within 30 days of execution of the License Agreement to enable the Licensee(s) to use them for the purpose of the Licence. (hereinafter referred to as "Technology Docket").
- 6.5 IISER-K shall allow the authorised representative(s) of the Licensee(s) directed by BCIL to visit and see the working of the Technology(es) at IISER-K.
- 6.6 IISER-K shall at the request of the Licensee(s), demonstrate the working of the Technology(ies), on the scale at which it has been developed.
- 6.7 IISER-K shall give the Licensee(s) the first right of refusal of Improvements, developments or modifications, if any, made by IISER-K to the Technology(ies) or the Process(es) or the Product(s) through BCIL for the benefit of the Licensee(s) on mutually agreed terms to be negotiated and finalized as and when such Improvements become available.
- 6.8 IISER-K shall, at the request and at the cost of the Licensee(s) train or arrange to be trained the Licensee(s) and/ or the authorised employees of the Licensee(s).
- 6.9 IISER-K may at the request of the Licensee(s) provide any further or other technical assistance to the Licensee(s) for effective and expeditious implementation of licence agreement upon mutually agreed terms and conditions.
- 6.10 IISER-K agrees that it would intellectually assist the Licensee(s) in improving the specifications of the Technology(ies) on terms negotiated and mutually agreed.
- 6.11 IISER-K shall fully cooperate with BCIL and Licensee(s) in all matters related to the successful transfer of the Technology(ies).

## 7. FINANCIAL ARRANGEMENT

BCIL shall provide services at nominal costs as follows:



7.1 An assignment would deem to have been commissioned to BCIL on receipt of formal communication of the activities as per Annexure 1 from IISER-K Nodal Officer.

**7.2 Technology Transfer Assignments.**

7.2.a In consideration of the assignment of the technology transfer rights by IISER-K to BCIL, the latter agrees to remit to IISER-K 70% of the Licensing fees (lump sum as well as royalty related charges) received by it from Licensee(s) of each of the Technology(ies) within 15 days of its receipt and retain 30% of the Licensing fees (lumpsum as well as royalty related charges) towards its share. The disbursement of the fee would be linked to successful transfer of technology/achievement of milestones as agreed in consultation with IISER-K. The royalties payable would continue for the fixed period as would be agreed upon, between BCIL and the Licensee(s), and BCIL will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies), to ensure full and effective payment of royalties by the Licensee(s) concerned. The premia and the royalty agreed upon by BCIL and the Licensee(s), and the period of licensing will be finalised by BCIL, in consultation with IISER-K.

7.2.b It is further agreed that BCIL shall collect and remit to IISER-K its share of royalty on receipt of the royalty from the Licensee(s) within 30 days on receipt of the same. Royalty payable by the Licensee(s) will be computed based on the ex-factory sale price of the Product(s) on the basis of the total invoice value of the sales as entered in the books of account of the Licensee(s).

**8. DEALINGS WITH THE LICENSEE(S)**

IISER-K agrees that all dealings with the Licensees or potential Licensees for transfer of the Technology(ies) shall be undertaken by BCIL on behalf of and in consultation with IISER-K to enable BCIL to use its time tested methods for effective transfer of the Technology(ies). In case a company interested in licensing any Technology(ies) approaches IISER-K, the same shall be referred by IISER-K to BCIL for all follow-up actions.

**9. ACKNOWLEDGEMENT OF OWNER OF TECHNOLOGY ON THE PRODUCT PACKAGING BY THE LICENSEE**

BCIL undertakes to stipulate a clause in the Licensing Agreement that the Licensee(s) shall acknowledge in writing in a prominent place of the Product(s) packaging and in displays of Process(es) implementation sites that the Product(s) manufactured / Process(es) utilised is based on Technology(ies), provided by IISER-K and licensed by BCIL.

**10. CONFIDENTIALITY**

10.1 BCIL shall maintain all information disclosed under this Agreement by IISER-K as Confidential information and such information shall not be disclosed to any unauthorised party. In the event of this Agreement being terminated, all



information shall be returned to IISER-K and all notes/copies shall be destroyed by BCIL without any copies being retained. The confidential information will be shared by BCIL with IP attorneys for IP filing/ prosecution and with potential licensees; only after execution of an NDA.

- 10.2 "Confidential Information" shall mean all data, technical know-how, trade secrets and other information related to the Technology(ies) disclosed or provided by IISER-K to BCIL. Notwithstanding the above, BCIL shall have no obligation hereunder to refrain from disclosing or using the following information:
- 10.2.a Information which is generally available to the public at the time of disclosure;
  - 10.2.b Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of BCIL
  - 10.2.c Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of BCIL;
  - 10.2.d Information which has been independently developed by BCIL; and
  - 10.2.e Information which is approved by IISER-K, in writing, for release; and
  - 10.2.f Any other requirements as per Government of India directives.
- 10.3 BCIL agrees that while granting the Licence, BCIL will incorporate suitable clause in the Licence Agreement (between BCIL and the Licensee(s)) providing for keeping confidential all the information disclosed to each Licensee(s). BCIL further agrees that this clause will outlive the MoA for a period of not less than 5 years from the date of signing the License Agreement.

## 11. TERMINATION

This Agreement may be terminated if any of the Parties fails to perform in accordance with the terms and conditions of this Agreement (Default) following failure to rectify the Default upon delivery of a written thirty (30) day notice stating the grounds for such Default.

## 12. ENTIRE AGREEMENT

This MoA shall be the sole instrument of the terms and conditions agreed to among the Parties and no amendment thereof shall take effect or be binding on BCIL or IISER-K unless such amendment(s) is/ are authorised jointly by IISER-K and the BCIL and is recorded in writing and signed by IISER-K and the BCIL.

## 13. FORCE MAJEURE

Neither Party shall be liable for any failure to perform under this Agreement to the extent such failure to perform was caused in whole or in part due to any act of God, natural calamities, act of terrorism, biological or chemical contamination, war, governmental regulations, riots or labour strife. Provided that, in order to be excused



from its failure to perform, an affected party must act diligently and use reasonable efforts to continue to perform, provide appropriate notices to the other party and/or resume performance as soon as possible.

#### 14. NOTICES

All the notices required to be served on IISER-K or BCIL under the terms of this MoA shall be deemed to be duly served if the same shall have been delivered to, left with or posted by registered mail to their respective present addresses as given below.

**IISER-K:** Director  
Campus Rd, Mohanpur, Haringhata Farm, West Bengal India  
741246

**BCIL:** Managing Director  
BCIL, Anuvrat Bhawan, 5<sup>th</sup> Floor, 210, Deen Dayal Upadhyaya  
Marg, New Delhi – 110 002

#### 15. ARBITRATION

15.1 In the event of any dispute, difference, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, the Parties shall first attempt to resolve the dispute amicably through mutual discussions.

15.2 If the dispute cannot be resolved within thirty (30) days of commencement of such discussions, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. In the event the Parties are unable to agree on a sole arbitrator within thirty (30) days from the date of reference, the arbitrator shall be appointed in accordance with the rules of the Delhi International Arbitration Centre (DIAC).

15.3 The venue of the Arbitration shall be Delhi, and the arbitration proceedings shall be conducted in the English language.

15.4 The arbitrator shall be empowered to award costs of arbitration. Each Party shall initially bear its own costs, subject to final allocation by the arbitrator.

15.5 This arbitration clause shall survive the expiration or termination of this Agreement.

#### 16. JURISDICTION

The courts in Delhi shall have jurisdiction in all matters concerning this Agreement, including any matter arising out of the Arbitration Proceedings or any Award made therein.



*(Signature)*

*(signatures follow the page)*



*(Signature)*

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through their authorized officer(s) on the day and year first written above.

For and on behalf of IISER-K, Kolkata

For and on behalf of BCIL, New Delhi

  
Prof. Sunil Kumar Khare  
Director





  
Dr. Purnima Sharma  
Managing Director

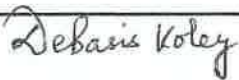



Witness

Witness

  
Name: RAHUL BANERJEE  
Designation: Professor  
Date: 16/01/2026

  
Name: VINOD KUMAR  
Designation: Manager  
Date: 13/01/2026

  
Name: DEBASIS KOLEY  
Designation: Professor  
Date: 16/01/2026

  
Name: DR. SIMANTI PAL  
Designation: BUSINESS DEVELOPMENT  
MANAGER  
Date: 13-01-2026

## ANNEXURE 1

### Fee for Technology Transfer and Related Assignments for the Year 2025-26

Activity	Deliverables	Effort estimate (In Mandays)	Fee Payable by IISER-K*
Preliminary Technology Evaluation	-	-	Nil
Technology Evaluation (Evaluation of technology from market, technical, IP, regulatory perspectives to understand potential for licensing)	Technology Evaluation Report comprising: <ul style="list-style-type: none"> <li>• Overview of technical strength, IP and market strength; and</li> <li>• Recommendations regarding suitability of the technology Transfer.</li> </ul>	5 days	INR 25,000**
Technology Licensing (Technology packaging, identification of Potential Licensees, Drafting of appropriate Agreements, Negotiation and Execution of Agreements, Valuation of the Technology for determination of licensing fee, Post Transfer Monitoring)	<ul style="list-style-type: none"> <li>• Technology Flyer</li> <li>• Agreements such as Non-Disclosure Agreement, Material Transfer Agreement and License Agreement</li> <li>• Periodic updates regarding progress of the technology</li> <li>• Royalty payments, as applicable</li> </ul>	Depending upon the type of Technology	30% of the Licensing fee (Success fee based)
<b>Other Activities (undertaken as independent assignments)</b>			
Drafting/ Vetting of a Non-Disclosure Agreement (NDA)/ Material Transfer Agreement (MTA)		1 Day	INR 5,000**

\* Exclusive of taxes as applicable

\*\*Subject to nominal revision on an annual basis to cover the cost of inflation



*Amul*

**Fee Structure for IP management activities for the Year 2025-26**

S. No.	DESCRIPTION OF ASSIGNMENT	Amount (INR) *
<b>1</b>	<b>Patent Matters</b>	
1.1.	Prior Art Search and Patentability Assessment	12,000.00
1.2.	Drafting and filing of provisional specification (Form-2) alongwith all necessary forms such as Form-1, Form-3, Form-5, Form-26 and Form-28	25,000.00
1.3.	Drafting and filing of complete specification (Form-2) alongwith all necessary forms such as Form-1, Form-3, Form-5, Form-26 and Form-28	32,000.00
1.4.	Drafting and filing complete specification after provisional	20,000.00
1.5.	Preparing and filing a Form 4 (Request for Extension of time)	3,000.00
1.6.	Preparing and filing a Form 6 (Change in the name of applicant)	3,000.00
1.7.	Preparation and filing a Form 8 (Request or claim regarding mention of inventor as such in the patent certificate)	3,000.00
1.8.	Preparation and filing a Form 9 (Request for Early publication)	3,000.00
1.9.	Preparation and filing of a Form 13 (Application for amendment of the application for patent/complete specification/any document related thereto)	3,000.00
1.10.	Preparing and filing application for the entry in the register of patents of the name of a person entitled to a patent or as a share or as a mortgage or as licensee or as otherwise or for the entry in the register of patents (Form-16)	3,000.00
1.11.	Preparation and filing of a Form 18 (Request for examination of application for patent)	5,000.00
1.12.	Preparation and filing of a Form 18 A (Request for expedited examination of application for patent)	5,000.00
1.13.	Preparation and filing of a Form 28 (Declaration by an applicant for claiming the status of a small entity/start up)	3,000.00
1.14.	Preparation and filing of Response to First Examination Report (FER)/Office action at the Indian Patent Office	25,000.00
1.15.	Attending a hearing, preparation and filing of written submissions at the Indian Patent Office	25,000-30,000 (Depending on complexity)
1.16.	Reviewing and forwarding Letter of patent documents upon grant (LPD)	2,000.00
1.17.	Obtaining certified copy of patent corticate for PCT filing and other purposes	3,000.00
1.18.	Preparation and filing of a Form 27 (Statement regarding the working of a patented invention(s) on a commercial scale in India)	3,000.00
1.19.	Processing of renewal fee for Indian Patent (only for one year)	3,000.00



*Amil*

S. No.	DESCRIPTION OF ASSIGNMENT	Amount (INR) *
1.19A	Processing of renewal fee for Indian Patent (more than one year and irrespective of number of years)	5,000.00
1.20.	Preparation and filing of a Form III (Application for seeking prior approval of NBA for applying for intellectual property right)	8,000.00
1.21.	Filing petition u/r 138 or 137 or 46- Filing Request for extensions of time or condonation of delay	3,000.00
1.22	Request for adjournment of hearing under rule 129A (for each adjournment).	3,000.00
1.23.	Preparing Forms and affidavit for addition of inventor	10,000.00
1.24.	Processing the taking over already filed patent application, per case	3,000.00
1.25.	Charges towards filing various forms if not done earlier at the time of filing application such as Form-1, Form-3, Form-5 and Form-26	3,000.00
1.26.	Charges for drafting an affidavit for submitting additional data at the Indian Patent Office	10,000.00
2	<b>PCT Application</b>	
2.1.	Preparation and filing of PCT application	25,000.00
2.2.	Filing formal documents such as POA, Priority documents, etc.	5,000.00
2.3.	Filing amendments under Article 19	3,000-10,000 (Depending on complexity)
2.4.	Filing demand for preliminary examination	3,000.00
2.5.	Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34	3,000-10,000 (Depending on complexity)
2.6.	Filing national phase applications including changes in the claims necessary (up to 10 claims and 30 sheets) and other activities facilitated through foreign associates	20-30% of the foreign associate bill - Varying with activity
2.7.	Processing of renewal fee for patents other than India	20-30% of the foreign associate bill - Varying with activity
2.8	Disbursement (preparing tax documents, certification fee, bank charges, govt. tax etc. for making overseas payment to foreign associate)	5,000.00




S. No.	DESCRIPTION OF ASSIGNMENT	Amount (INR) *
3	<b>Design Matters</b>	
3.1.	Application for registration in a single class with all essential forms including (Form 1, and Form 21)	6,000.00
3.2.	Preparation and filing of Response to First Examination Report (FER)/Office action	5,000.00
3.3.	Attending hearing and Filing Written Submission Post Hearing in Design matter	5,000.00
3.4.	Procuring & forwarding registration certificate	2,000.00
3.5.	Taking over already filed application for registration of design	1,200.00
4	<b>Copyright Matters</b>	
4.1.	Preparation and filing of an application	8,500.00
4.2.	Drafting, filing and submission of Response to Examination Report	5,000.00
4.3.	Attending hearing and Filing Written Submission	5,000.00
4.4.	Procuring & forwarding registration certificate	2,000.00
4.5.	Drafting of any specific forms such as NOC	1,500.00
4.6.	Other activities	As per case basis
*GST as applicable on all charges; Exclusive of Patent Office Fee (Indian and International) which will be charged to IISER-K will be on actual basis; Subject to nominal revision on an annual basis to cover the cost of inflation		

Cost estimates for other assignments as required to be conducted for IISER-K will be proposed on case to case basis and undertaken following due written approval from IISER-K