



पश्चिम बंगाल WEST BENGAL
MEMORANDUM OF UNDERSTANDING (MoU)

AH 322662

CL.1. THE MoU

This MoU made and entered into on this Tenth (10th) day of July, Two Thousand and Twenty-Five (2025), between

CL. 1.1 Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi-110 001 (hereinafter called “**CSIR**”) through its constituent laboratory, **CSIR-Indian Institute of Chemical Biology** having its address at 4, Raja S. C. Mullick Road, Jadavpur, Kolkata - 700 032, West Bengal, India (hereinafter referred to as “**CSIR-ICB**”), which expression shall unless repugnant to the context or meaning where the context so admits include the successors, representatives and permitted assigns, represented by its Director of the **First Part**

And

CL.1.2 The Indian Institute of Science Education and Research Kolkata, an autonomous institute dedicated to research and teaching in the basic sciences, was established in 2006 by the Ministry of Human Resource Development (renamed Ministry of Education in August 2020) and declared an institute of national importance through an act of parliament in 2012, having its registered office at Mohanpur – 741246, District Nadia, West Bengal represented by its Director, (hereinafter referred to as “**IISER Kolkata**”), which expression shall unless repugnant to the context or meaning where the context so admits include its successors, representatives and permitted assigns of the **Second Part**.

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CSIR-IICB and IISER Kolkata are also referred to as Party individually and Parties jointly under this MoU.

CL.2. PREAMBLE

CL.2.1. WHEREAS CSIR-IICB redeemed itself to provide high quality research in the fields of chemical biology, biochemistry, cell biology, genomics, epigenomics, structural biology, bioinformatics, and medicinal chemistry to address fundamental and applied biological and biomedical research questions associated with infectious and non-infectious diseases that are relevant to this country and in the global context.

CL.2.2. WHEREAS, IISER Kolkata redeemed itself to provide world-class education in interdisciplinary areas and promote translational research that is backed by high science to address the unmet challenges of this country, as well as to nurture human resources to support the sustainable growth plan of India.

CL.2.3. WHEREAS Parties to this Agreement wish to come together to foster research collaboration, and provide opportunity for professional, scholarly and academic interaction in matters relating to Scientific research, Science education and related areas, and to facilitate advancement of knowledge in these areas, based on reciprocity and mutual benefit. CSIR-IICB and IISER Kolkata agree to explore the possibility of engaging in the collaborative research work in a mutually agreeable manner.

CL.2.4. WHEREAS SCIENTISTS of biological and chemical disciplines from CSIR-IICB are desirous of and will be involved in collaborative research work.

CL.2.5. WHEREAS Faculty members and students from IISER Kolkata are desirous of and will be involved in collaborative research work.

CL.2.6. WHEREAS, CONTRIBUTION, ROLES AND RESPONSIBILITIES OF EACH PARTY is described in DETAIL at Annexure-I.

In consideration of respective contribution to the joint or collaborative research development by each party, IISER Kolkata and CSIR-IICB agree to have a 50%-50% partnership and equal joint ownership related to any Patents, Copyrights, Trade secrets, Trademarks or any



intellectual Property rights, know-how as well other commercial means related to the developed PRODUCT like chemical compound/s, biological including cell therapy, and non-biological products.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

CL.3. SCOPE OF THE MOU

The agreement details the terms and conditions of contribution made by both the parties, financial arrangements and intellectual property rights, are of the CSIR IICB and IISER Kolkata, pertaining to the above-mentioned collaborative works.

CL.4. FINANCIAL ARRANGEMENTS

CL 4.1. CSIR-IICB and IISER Kolkata will be using their own financial resources for the development of the above-mentioned collaborative work.

CL 4.2. There shall be no other financial obligations on any of the parties to the other party.

CL.5. CONTRIBUTION AND RESPONSIBILITIES OF CSIR-IICB AND IISER KOLKATA FOR THE COLLABORATIVE RESEARCH WORK:

CL.5.1. As laid down in Annexure-I to this agreement.

CL.6. RESULTS OF PROJECT

CL.6.1. Any intellectual property rights obtained by the parties hereto pertaining to the above-mentioned collaborative works prior to signing of the agreement shall remain the property of that party; the other party shall not have the right to commercially exploit/use of such intellectual property.

CL.6.2. CSIR-IICB and IISER Kolkata will have absolute authority to exercise rights under IPR to such processes of knowhow/knowledge/compounds here to pertaining to the project or merely related to the project, those are already developed by CSIR-IICB/IISER Kolkata on its own before signing this agreement.

CL.6.3. The procedural formalities for securing and maintaining the intellectual property rights, if any, shall be the joint responsibility of CSIR-IICB and IISER Kolkata and the expenditure incurred thereof shall be governed by the rules of the host institute unless otherwise specified by a separate agreement.

CL. 6.4. The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore



commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

CL.6.5. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be decided jointly by the Directors of the CSIR-IICB and IISER Kolkata.

CL.6.6. The parties shall consult each other for any publication in respect of the collaborative project. These publications (papers, reports etc.) shall be in the names of researchers from CSIR-IICB and IISER Kolkata and also researchers from other organizations if required, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties and also the funding agency if any. In case inputs of researchers of other institute/organization were taken, either party shall not have any objections or in such case/s, either party shall share with the other party, details of such events before the publication.

CL.6.7. The order of the authorship for any publication will be decided jointly by the Lead investigators from CSIR IICB and IISER Kolkata.

CL.6.8. Research Coordination: Both the parties shall appoint one member as program-specific coordinator who would be one of its teaching /research faculty to coordinate the specific programme on its behalf. Further, a coordination committee consisting of the programme-specific coordinator from either side will periodically review and identify ways to strengthen cooperation between the institutions.

CL.6.9. Appointment of Collaborative Research Head: A senior faculty member (alternately between the two institutes) with suitable research profile would be designated as collaborative research head between the two institutions for a period of two years.

CL.7. CONFIDENTIALITY

During the tenure of the MoU and 10 years thereafter both CSIR-IICB and IISER Kolkata will undertake on their behalf and on behalf of their subcontractors / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with this agreement. Both parties, however, retain the rights to use the R&D results generated during the PROJECT for its own R&D program without any obligation to the other.

CL.8. UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

CL.8.1. CSIR-IICB and IISER Kolkata shall jointly license the intellectual property generated in the project. In such an event the filing and maintenance fee and or royalty and other terms

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and conditions for licensing the PRODUCT shall be settled equally between CSIR-IICB and IISER Kolkata on mutually agreed terms.

CL.8.2. The premia/royalty accrued from licensing of the intellectual property to other party(ies) shall be shared between CSIR-IICB and IISER Kolkata equally or be mutually decided depending upon the relative financial and intellectual inputs to the PROJECT executing separate agreements.

CL.8.3. During the work envisaged under the MoU in the event of CSIR-IICB or IISER Kolkata scientists/clinicians/researchers exploring, inventing or discovering results other than the specific objectives of the collaborative work, CSIR-IICB or IISER Kolkata shall retain absolute rights on such results. CSIR-IICB or IISER Kolkata shall first offer such results to the other party on negotiated terms by entering into a separate agreement. In case the other party does not accept the offer, CSIR-IICB or IISER Kolkata shall be free to release such results to a third party without any obligations to the IISER Kolkata or CSIR-IICB.

CL.8.4. Notwithstanding any prior knowledge, expertise or intellectual properties whether or not legally protected, owned by CSIR-IICB or IISER Kolkata, the intellectual property created during the R&D work performed under the MoU shall be owned jointly by CSIR-IICB and IISER Kolkata and neither Party shall use, license, sublicense or otherwise commercially exploit such jointly owned Intellectual Property without the prior written agreement of the other Party. Each Party brings certain background intellectual property ("BIP") to this collaboration. Nothing herein or implied herein shall assign or grant any right to the BIP of one Party to the other.

CL.8.5. Any intellectual property arising out of this project will be legally determined and due credit will be provided to the Applicants and inventors.

CL.9. FORCE MAJEURE

CL.9.1. If, at any time during the subsistence of this MoU, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.



CL.10. EFFECTIVE DATE, DURATION, TERMINATION OF THE MOU

CL.10.1. The MoU shall be effective from the date of signing and shall remain in force for five years. The period can be further extended with the concurrence of both the parties for subsequent five years' terms.

CL.10.2. The MoU shall terminate except the confidentiality agreement on the expiry of the period, unless extended and agreed by CSIR-IICB and IISER Kolkata.

CL.10.3. During the tenure of the MoU, parties hereto can terminate the MoU either for breach of any the terms and conditions of this agreement or otherwise by giving a three months' notice in writing to the default party. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MoU.

CL.10.4. In the event of termination of the MoU vide clause 10.3 the rights and obligations of the parties they shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto, if funded by any funding agency.

CL.10.5. The MoU arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the MoU. The tenure under IP shall be governed by the applicable clause under IP R.

CL.11. NOTICE

All notices and other communications required to be served on IISER Kolkata under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to IISER Kolkata at its registered address in West Bengal.

Similarly, any notice to be given to the CSIR-IICB shall be considered duly served if the same shall have been delivered to, left with or posted by registered mail to the CSIR-IICB at its registered address in West Bengal.

CL.12. AMENDMENTS TO THE MOU

No amendment or modification of this MoU shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise.

CL.13. ASSIGNMENT OF THE MoU

The rights or/and liabilities arising to any party to this MoU shall not be assigned except with the consent of the other party and subject to such terms and conditions as may be mutually agreed upon.



CL.14. DISPUTE RESOLUTION

CL.14.1. Definition of Dispute. For the purpose of this Section, "Dispute" shall mean any disagreement between the parties that arises out of or is related to the interpretation, implementation or alleged breach of any provision of this MOU (including all Attachments). The "Occurrence Date" of a Dispute shall mean the date upon which written notice is given by a party to the other party stating the precise nature of the Dispute.

CL.14.2 (a) Designation of Persons. Each party shall designate one or more persons who shall be primarily responsible for negotiating resolution of any Dispute ("Designated Persons"). Such Designated persons may be selected prospectively by the parties prior to an occurrence of a dispute.

Designation of Persons:

1. Director, CSIR-IICT or his/her nominee
2. Director, IISER, Kolkata or his/her nominee

(b) Negotiation Process. Within ten (10) working days of an occurrence date, the Designated Persons shall meet or otherwise establish contact and shall make a good faith effort to resolve the Dispute to the satisfaction of the parties.

(c) Duration of Negotiations. The parties shall attempt to reach satisfactory resolution of a Dispute within thirty (30) days of the Occurrence Date, as defined in Clause 14.1 of this MOU. 14.3 In case of any dispute arising between the Parties in relation to this MoU, are not settled amicably by mutual discussions at the level of such persons as designated by both the parties as per the clause 14.2 (a) of this MoU, shall be referred to India International Arbitration Centre.

CL.14.4. The award of the Arbitrator shall be final and binding on the parties.

CL.14.5. Subject to aforementioned provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

CL.15. ENTIRE MEMORANDUM OF UNDERSTANDING

This MoU is the entire and the only MoU between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, commitments and writings between the parties on the subject of this MoU.

This may not be amended in any manner except by an in writing signed by the duly authorized representatives of each of the parties hereto.



SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore. The parties agree that this Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same agreement.

SIGNATURES

Parties:

For and on behalf of CSIR-IICB	For and on behalf of IISER Kolkata
<i>Vibha Tandon</i>	<i>[Signature]</i>
Prof. Vibha Tandon Director, CSIR-IICB, Kolkata	Prof. Sunil Kumar Khare Director, IISER Kolkata
 निदेशक Director  सी.एस.आई.आर.-भारतीय रासायनिक और औद्योगिक अनुसंधान संस्थान (वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्) CSIR - Indian Institute of Chemical Biology (Council of Scientific & Industrial Research) 4, राजा एस.सी. मुल्लिक रोड, जवाहरपुर कोलकाता- 700 032	निदेशक / Director भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता Indian Institute of Science Education and Research Kolkata (Under Ministry of Education, Govt. of India) मोहनपुर / Mohanpur - 741246, पश्चिम बंगाल / West Bengal
Witnesses:	
<i>Upasana Ray</i> 10/07/2025	<i>Debasis Koley</i> 28/07/2025
1. Dr. Upasana Ray  Principal Scientist and Head, BDG  प्रधान वैज्ञानिक / Principal Scientist अ. प्रोब, रोगजनक के और जीवन चक्र प्रसार एवं प्रसुत, व्यापार विकास समूह Deputy Head, Infectious Diseases and Immunology Division and Head, Business Development Group सी.एस.आई.आर.-भारतीय रासायनिक और औद्योगिक अनुसंधान संस्थान CSIR-Indian Institute of Chemical Biology राजा एस.सी. मुल्लिक रोड / 4, Raja S.C. Mullick Road जवाहरपुर, कोलकाता- 700 032 / Jadavpur, Kolkata - 700 032	1. Prof. Debasis Koley Professor and Dean (IRO), IISER 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 <i>Surashree Dutta</i> 28/07/2025
2. Dr. Ranjan Jana  DR. RANJAN JANA  Senior Principal Scientist Organic and Medicinal Chemistry Division CSIR-Indian Institute of Chemical Biology 4 Raja S. C. Mullick Road, Kolkata-32	2. Dr. Surashree Dutta IRO Office, IISER Kolkata

ANNEXURE-I

DETAILS OF THE COLLABORATIVE WORKS AND ROLES AND RESPONSIBILITIES OF EACH PARTY

CSIR-IICB and IISER Kolkata have agreed for institutional collaboration in promoting research in the area of health care and diagnostics including clinical, epidemiological and basic sciences. The primary objective is to promote interaction and collaboration between faculty, scientists and students of the two institutions to carry out joint research programmes / joint supervision of doctoral students on a reciprocal basis, collaborative research projects, and supporting academic curriculum. This document presents a general framework for such a relationship.

The following areas of cooperation have been identified under this agreement.

- (i) **Joint Research Projects:** The two parties will explore opportunities for undertaking joint research projects and may seek research funding from external funding agencies. Each such research proposal shall require the approval of the designated research and ethical committees of the respective institutions before undertaking the project/ study.
- (ii) **Joint Discussion Meeting:** To create a common shared base of expertise & to initiate more intense research in specific focus area joint discussion meeting may be held.
- (iii) **Faculty Exchange Programme:** The two parties will explore opportunities for interaction among members of the faculty as well as creating Visiting Faculty positions/ Adjunct Faculty positions including teaching courses. The total duration of visits from each side is expected to be comparable. Visit from each side require the approval of the respective institutions.
- (iv) **Joint outreach programme:** Based on the mutual interest joint outreach programme may be conducted to have greater visibility and reachability.

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements detailed out.

- (v) **Joint academic programme:** Based on mutual interests, educational activity in terms of exchange of students from both the institutes for attending specific teaching-learning sessions / seminars or observerships can be arranged with approval from the competent authorities of both the institutes. A separate Agreement shall be executed in this regard.



ANNEXURE II

Sharing of fee, premia and royalty and other terms and conditions for commercial exploitation/use of the intellectual property by the parties.

Separate agreement with full details shall be signed between CSIR-IICB and IISER Kolkata and the distribution will be decided mutually on the basis of proportionate input pertaining to the project.

