



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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**COLLABORATIVE RESEARCH AGREEMENT BETWEEN**  
Indian Institute of Science Education and Research  
Kolkata (IISER Kolkata) AND BIDHAN CHANDRA KRISHI  
VISWAVIDYALAYA, MOHANPUR, NADIA

**CL.1. PARTIES**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is  
executed at Mohanpur, Nadia on this day 16<sup>th</sup> April of the year Two  
Thousand and Twenty Six (2026), by and The Indian Institute of Science  
Education and Research Kolkata (IISER Kolkata), an autonomous, degree-  
granting institute of national importance under the Ministry of Education,  
Government of India, having its campus at Mohanpur – 741246, District  
Nadia, West Bengal, represented by its Director, hereinafter referred to as

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“IISER Kolkata,” which expression shall, unless repugnant to the context, include its successors, in office, legal representatives, administrators and permitted assigns party of the **FIRST PART**

**AND**

the **Bidhan Chandra Krishi Viswavidyalaya (BCKV)**, a State Agricultural University established on 1st September 1974 under the Bidhan Chandra Krishi Viswavidyalaya Act, 1974 (West Bengal Act XLIX of 1974), having its main campus at P.O. Krishi Viswavidyalaya, Mohanpur, Dist. Nadia, West Bengal PIN – 741252, represented by its Registrar, herein after referred to as “BCKV” which expression shall mean, unless repugnant to the context, and include its successors, in office, legal representatives, administrators and assigns party of the **SECOND PART**

**WHEREAS**, wherever the context so requires IISER Kolkata and BCKV are individually referred to as “Party” and collectively as “Parties” under this Agreement.

**CL.2. PREAMBLE**

**WHEREAS**, IISER Kolkata has expertise in teaching and research, and is dedicated to imparting quality science education and conducting research in basic and frontier areas of science involving both undergraduate and

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postgraduate students in an intellectually vibrant atmosphere nurturing curiosity and creativity.

**WHEREAS,** BCKV has expertise in teaching, research, and extension education, and is dedicated to imparting quality education in agricultural and allied sciences, undertaking research in basic, applied, and frontier areas of agriculture, involving undergraduate and postgraduate students in an intellectually stimulating environment that nurtures scientific temper, innovation, and creativity.

**WHEREAS,** both Parties wish to collaborate in order 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 therein, based on reciprocity and mutual benefit.

**WHEREAS,** faculty members and students from IISER Kolkata are desirous of, and shall be involved in, collaborative research work.

**WHEREAS,** faculty members and students from BCKV are desirous of, and shall be involved in, collaborative research work.

**WHEREAS,** the specific contributions, roles, and responsibilities of each Party are described in detail in Annexure-I to this Agreement.



WHEREAS, both Parties acknowledge that BCKV contributes unique, irreplaceable infrastructure including agricultural fields, experimental plots, germplasm collections, extension networks, and domain expertise in agricultural sciences that are not readily available at IISER Kolkata, and that such contributions represent substantial and equal intellectual and infrastructural value to the collaboration.

In consideration of the respective contributions to research and development by each Party, IISER Kolkata and BCKV agree to a 50%-50% partnership and equal joint ownership of all Patents, Copyrights, Trade Secrets, Trademarks, and any other Intellectual Property rights, know-how, and other commercial exploitation rights relating to any jointly developed product, including chemical compounds, biological products (including cell therapies), and non-biological products, subject to the provisions of this Agreement.

### **CL.3. SCOPE OF THE AGREEMENT**

This Agreement sets out the terms and conditions governing the contributions made by both Parties, financial arrangements, and intellectual property rights pertaining to the above-mentioned collaborative works.

Each specific research project undertaken under this Agreement shall be documented in a separate Project Schedule (template at Annexure-III),



approved in writing by the authorised representatives of both Parties prior to commencement.

#### **CL.4. FINANCIAL ARRANGEMENTS**

**CL.4.1** Each Party shall bear its own costs and expenses incurred in undertaking its agreed responsibilities under any collaborative project, unless otherwise specified in a mutually agreed Project Schedule (Annexure-III) or a separate written agreement.

**CL.4.2** IISER Kolkata and BCKV will utilise their own resources for the collaborative research. However, any requirement for monetary contributions from either Party shall be reviewed and approved in advance by the competent authority of each respective institution. No financial obligation shall be implied or deemed to arise from this Agreement unless expressly agreed in writing.

**CL.4.3** Where collaborative projects are funded by external funding agencies, the allocation of funds between the Parties shall be determined by the respective funding agency's guidelines and the terms of the approved joint grant proposal. Both Parties shall have independent access to their respective allocated portions of any external grant.



**CL.4.4** Both Parties shall maintain transparent financial records related to any joint project and shall make such records available to the other Party upon reasonable written request. Auditing rights shall be mutual.

#### **CL.5. CONTRIBUTIONS AND RESPONSIBILITIES**

**CL.5.1** The detailed contributions and responsibilities of IISER Kolkata and BCKV for collaborative research work are as laid down in Annexure-I to this Agreement.

**CL.5.2** Each Party warrants that it holds the necessary authority, resources, and clearances to fulfil its obligations under Annexure-I and any Project Schedule.

**CL.5.3** In the event that either Party is unable to fulfil its stated contributions under any Project Schedule, it shall notify the other Party in writing within 15 (fifteen) days of becoming aware of such inability. Both Parties shall then jointly determine a remedial course of action.

#### **CL.6. RESULTS OF PROJECT AND INTELLECTUAL PROPERTY RIGHTS**

**CL.6.1** Any intellectual property rights created by either Party independently, prior to the signing of this Agreement, shall remain the exclusive property of that Party. The other Party shall have no right to commercially exploit or use



such pre-existing intellectual property without a separate written License agreement.

**CL.6.2** Each Party retains absolute rights under intellectual property law over processes, know-how, compounds, or results independently developed by that Party before the execution of this Agreement. Such pre-existing IP shall be disclosed to the other Party at the commencement of each Project Schedule to avoid any dispute over ownership.

**CL.6.3** All intellectual property generated jointly in collaborative works executed under this Agreement shall be jointly owned by IISER Kolkata and BCKV in equal shares of 50%-50%, unless a different allocation is expressly agreed in writing by both Parties prior to commencement of the specific project, and confirmed by the competent authority of each institution.

**CL.6.4** The procedural formalities for securing and maintaining any jointly developed intellectual property rights — including filing, prosecution, and maintenance of patents and other registrations — shall be the joint responsibility of both Parties. All costs thereof shall be borne equally (50%-50%) by IISER Kolkata and BCKV, unless otherwise agreed in a Project Schedule.



CL.6.5 The decision whether to seek intellectual property protection for any jointly developed result, and the jurisdictions in which to seek such protection, shall be taken jointly by the Directors / Registrar of IISER Kolkata and BCKV or their designated nominees. Neither Party shall unilaterally file for intellectual property protection over jointly developed results without the prior written consent of the other Party.

CL.6.6 If either Party elects not to participate in the filing, prosecution, or maintenance of an intellectual property right over jointly developed results, it shall give the other Party at least 60 (sixty) days' written notice before any filing or renewal deadline. The other Party may then proceed independently with such filing, and the non-participating Party's share in any resulting IP and associated revenues shall be proportionately reduced to reflect its non-contribution, subject to written agreement.

CL.6.7 IISER Kolkata shall pay 50% of the total expenditure related to procedural formalities for securing and maintaining intellectual property rights, upon receipt of a written demand from BCKV annexing the relevant bills. Payment shall be made within 45 (forty-five) days of such demand. Similarly, BCKV shall pay 50% of such expenditure where IISER Kolkata has incurred costs, within 45 (forty-five) days of IISER Kolkata's demand.



**CL.6.8** Both Parties shall consult each other before any publication arising from the collaborative project. Publications (papers, reports, conference presentations, etc.) shall carry the names of all contributing researchers from both IISER Kolkata and BCKV, and shall acknowledge that the work was carried out under the joint collaborative programme between the Parties, and shall acknowledge the funding agency where applicable. Neither Party shall publish results arising from the collaborative work without providing the other Party at least 30 (thirty) days' advance written notice, during which the other Party may raise legitimate IP protection concerns.

**CL.6.9** The order of authorship for any publication shall be determined jointly by the Lead Investigators from IISER Kolkata and BCKV, based on the relative intellectual and experimental contributions of the respective researchers, in accordance with internationally recognised authorship guidelines (e.g., ICMJE or equivalent). In the event of disagreement on authorship order, the matter shall be referred to the Directors / Registrar of the respective institutions for resolution.

**CL.6.10** BCKV shall retain the right to use all jointly developed research outputs, data, and results for internal academic teaching, extension activities, and non-commercial dissemination to farming communities, without requiring



prior approval from IISER Kolkata, provided that such use does not prejudice any pending IP protection or commercial licensing.

#### **CL.7. CONFIDENTIALITY**

**CL.7.1** During the tenure of this Agreement and for a period of 5 (five) years thereafter — not 10 years as originally drafted — both IISER Kolkata and BCKV shall maintain strict confidentiality and prevent disclosure of all information and data exchanged or generated pertaining to work under this Agreement, for any purpose other than in accordance with this Agreement.

**CL.7.2** The confidentiality obligation in CL.7.1 shall not apply to: (a) information that is or becomes publicly available through no breach of this Agreement; (b) information independently developed by a Party without use of the other Party's confidential information; (c) information disclosed with the prior written consent of the disclosing Party; (d) information required to be disclosed by law, court order, or regulatory authority, provided that the disclosing Party gives the other Party prompt prior written notice to enable it to seek a protective order; and (e) information used by BCKV for non-commercial agricultural extension, outreach, and farmer education, as provided in CL.6.10.



**CL.7.3** Both Parties retain the right to use the R&D results generated during the collaborative project for their own internal R&D programmes, without obligation to the other Party, subject to the IP ownership provisions in CL.6 above.

**CL.8. UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED**

**CL.8.1** IISER Kolkata and BCKV shall jointly license any intellectual property generated under this Agreement. The terms of any License, including filing and maintenance fees, royalty rates, sublicensing rights, and all other conditions, shall be agreed jointly and in writing by both Parties before execution of any License agreement. Neither Party shall execute a License agreement for jointly owned IP without the written consent of the other.

**CL.8.2** Premia, royalties, and other financial returns accruing from the licensing of jointly owned intellectual property shall be shared between IISER Kolkata and BCKV on the basis of their equal 50%-50% ownership, after deduction of mutually agreed costs of licensing, unless a different arrangement is expressly agreed in writing prior to the execution of any License. Any deductions from gross revenues before sharing must be transparently disclosed to both Parties.



**CL.8.3** In the event that IISER Kolkata or BCKV independently makes a discovery or invention during the course of the collaboration that falls outside the specific objectives of the collaborative project, that Party shall retain absolute rights over such independent result. However, such Party shall notify the other Party in writing within 30 (thirty) days of the discovery, and shall offer the other Party a right of first negotiation over a non-exclusive License on commercially reasonable terms. If the other Party does not indicate its interest in writing within 30 (thirty) days of such offer, the discovering Party shall be free to exploit the result or license it to any third party without further obligation.

**CL.8.4** BCKV shall have the right to access jointly developed technologies, knowhow, and results on a royalty-free, non-exclusive basis for the following non-commercial purposes, without any separate License agreement being required: (a) academic teaching and research training; (b) non-commercial agricultural extension services; (c) dissemination to smallholder and marginal farmers; and (d) government-mandated extension and outreach programmes.

This right shall survive termination of this Agreement.

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## CL.9. FORCE MAJEURE

**CL.9.1** If, at any time during the subsistence of this Agreement, performance in whole or in part by either Party of any obligation under this Agreement is prevented or delayed by reason of any of the following Force Majeure events — war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exceptional natural events, epidemics, pandemics, quarantine restrictions, strikes, lockouts, or act of God - then, provided the affected Party gives written notice to the other Party within 21 (twenty-one) days of the occurrence of such event, neither Party shall be entitled to terminate this Agreement solely on account of such non-performance or delay, nor shall either Party have any claim for damages against the other in respect of such non-performance or delay attributable to the Force Majeure event.

**CL.9.2** The Force Majeure event shall suspend the affected Party's obligations for the duration of the event. Once the Force Majeure event ceases, the affected Party shall resume performance within a reasonable time and shall notify the other Party accordingly. If a Force Majeure event continues for more than 6 (six) consecutive months, either Party may terminate this Agreement on 30 (thirty) days' written notice, without liability, and the provisions of CL.10.4 shall apply to settle outstanding rights and obligations.

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**CL.10. EFFECTIVE DATE, DURATION, AND TERMINATION**

**CL.10.1** This Agreement shall be effective from the date of signing by the authorised representatives of both Parties and shall remain in force for an initial period of 5 (five) years. The Agreement may be renewed for successive periods of 5 (five) years each, by written mutual consent executed at least 3 (three) months prior to the expiry of the then-current term.

**CL.10.2** On expiry of the Agreement period without renewal, all obligations under this Agreement shall terminate except for: (a) the confidentiality obligations under CL.7, which shall survive for the period specified therein; (b) the IP utilisation agreements under CL.8, which shall survive for the term of the relevant IP rights; and (c) BCKV's non-commercial access right under CL.8.4, which shall survive indefinitely.

**CL.10.3** During the tenure of this Agreement, either Party may terminate the Agreement: (a) for material breach by the other Party of any term or condition of this Agreement, provided the breaching Party has been given 60 (sixty) days' written notice specifying the breach and has failed to cure it within that period; or (b) without cause, by giving 3 (three) months' written notice to the other Party. Failure of either Party to terminate on account of breach shall not constitute a waiver of that Party's right to terminate subsequently.



**CL.10.4** In the event of termination under CL.10.3, the rights and financial obligations of the Parties as of the date of termination shall be settled by mutual discussion within 90 (ninety) days of the effective date of termination.

The financial settlement shall account for: (a) all expenditure incurred by each Party; (b) all expenditure committed but not yet incurred; (c) the status of ongoing collaborative projects and their outcomes; and (d) the interests of any external funding agency. Any jointly developed IP existing at the date of termination shall continue to be jointly owned in accordance with CL.6, regardless of termination.

**CL.10.5** Agreements entered into by the Parties for the utilisation of intellectual property pursuant to CL.8 shall survive the termination or expiry of this Agreement and shall be governed by their own terms and by the applicable provisions of intellectual property law.

#### **CL.11. NOTICES**

All notices and communications required under this Agreement shall be in writing and shall be deemed duly served if: (a) delivered personally to the authorised representative of the receiving Party; (b) sent by registered post with acknowledgement due to the addresses specified below; or (c) sent by email to the designated email addresses of both Parties' authorised



representatives, with a confirmatory hard copy sent by registered post within 5 (five) working days.

**For IISER Kolkata:** Director, IISER Kolkata, Mohanpur – 741246, District Nadia, West Bengal.

**For BCKV:** Registrar, Bidhan Chandra Krishi Viswavidyalaya, Mohanpur, Nadia, West Bengal, PIN – 741252.

#### **CL.12. AMENDMENTS TO THE AGREEMENT**

No amendment or modification of this Agreement shall be valid or binding unless made in writing, signed by the authorised representatives of both Parties, and specifically stated to be an amendment to this Agreement. Amendments shall be effective from the date of their execution by both Parties, unless otherwise expressly stated therein. No oral modification shall be recognised.

#### **CL.13. ASSIGNMENT OF THE AGREEMENT**

The rights and/or obligations of either Party under this Agreement shall not be assigned, transferred, or sub-contracted to any third party, except with the prior written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon in writing. Any purported assignment in violation of this clause shall be void and of no effect.



#### **CL.14. DISPUTE RESOLUTION**

**CL.14.1** The Parties agree to first attempt to resolve any dispute, question, or difference arising under or in connection with this Agreement through good-faith discussions between the Directors / Registrar of the respective institutions. The Parties shall endeavour to resolve such disputes within 60 (sixty) days of one Party delivering a written notice of dispute to the other.

**CL.14.2** If the dispute cannot be resolved under CL.14.1 within the stipulated 60-day period, either Party may refer the matter to arbitration. The arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, and the rules made thereunder (as amended from time to time). The India International Arbitration Centre (IIAC) shall be the appointing authority for the Arbitrator(s).

**CL.14.3** The arbitration proceedings shall be conducted in the English language. The seat and venue of arbitration shall be Kolkata, West Bengal, India. The award of the arbitral tribunal shall be final and binding on both Parties.

**CL.14.4** The governing law of this Agreement shall be the laws of India. The courts at Kolkata shall have exclusive jurisdiction over any matter arising out of or in connection with this Agreement that is not subject to arbitration.



**CL.15. GENERAL PROVISIONS**

**CL. 15.1 ENTIRE AGREEMENT:** This Agreement, together with its Annexures, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, representations, and understandings between the Parties relating thereto.

**CL.15.2 SEVERABILITY:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by any competent authority, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.

**CL.15.3 WAIVER:** A failure or delay by either Party in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A waiver in one instance shall not be deemed a waiver of future instances.

**CL.15.4 COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Electronic or scanned signatures shall be deemed valid for the purpose of execution.

**CL.15.5 RELATIONSHIP OF PARTIES:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or



fiduciary relationship between the Parties. Each Party is and shall remain an independent institution.

### EXECUTION

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have signed this Agreement on the day, month, and year first mentioned above.

### SEAL OF PARTIES

For and on behalf of IISER Kolkata For and on behalf of BCKV

Prof. / Dr. Sundkumar Khare Prof. / Dr. S. B. Goswami

16/4/26

Director, IISER Kolkata  
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

Registrar, BCKV B. Goswami  
Registrar 16.4.26

Bidhan Chandra Kriishi Viswavidyalaya  
P.O. - Kriishi Viswavidyalaya  
Mohanpur-741252, Nadia, W.B.

Date:

### Witnesses:

1. Debasis Koley (IISER)
1. Subrata Mukherjee (BCKV)
2. Renu (IISER)
2. Kuntal Ghosh (Gorai) (BCKV)

## ANNEXURE-I

Details of Collaborative Work and Role and Responsibilities of Each Party

IISER Kolkata and BCKV have agreed to institutional collaboration in promoting research in agricultural sciences. The primary objective is to promote interaction and collaboration between the faculty and students of the two institutions to carry out joint research programmes. This document presents the general framework for such a relationship.

The following areas of cooperation have been identified under this Agreement:

### (i) Collaborative Research Projects:

Both Parties will explore opportunities for undertaking joint research projects and may seek research funding from external funding agencies. Each such research proposal shall require approval from the designated research and ethical committees of the respective institutions. BCKV shall always be named as a co-applicant or co-principal investigator in any joint external funding application, and shall not be listed as a mere "collaborating institution" unless BCKV explicitly agrees to such designation in writing.

### (ii) Joint Resource Sharing:



Faculty at IISER Kolkata may undertake field research at BCKV's agricultural fields and research stations to expand laboratory-based findings. Such field experiments shall be planned and conducted in consultation with the collaborating faculty member at BCKV, and BCKV shall retain control over access to and use of its land, fields, germplasm collections, and other biological resources. Faculty from BCKV may utilise facilities at IISER Kolkata on mutually agreeable terms. Resource sharing arrangements, including any monetary or in-kind valuation thereof, shall be documented in the relevant Project Schedule (Annexure-III).

(iii) Joint Outreach Programme:

Based on mutual interest, joint outreach programmes may be conducted to enhance visibility and community reach. BCKV's statutory extension mandate shall be specifically accommodated within any joint outreach programme design, and BCKV shall retain the right to independently conduct extension activities using jointly developed results as provided in CL.6.10 and CL.8.4 of this Agreement.

(iv) Joint Academic Programme:

Based on mutual interest, educational activities including exchange of students from both institutions for specific teaching-learning sessions and seminars



may be arranged, with approval from the competent authorities of both institutions. A separate Agreement shall be executed for any such joint academic programme. Student exchange or joint degree arrangements shall be subject to the respective institutional regulations and the approval of the University Grants Commission or other statutory bodies as applicable.

By  
[Signature]

## ANNEXURE- II

Sharing of Fee, Premia, Royalty, and Terms for Commercial Exploitation of IP

A separate agreement with full details of commercial exploitation shall be signed between IISER Kolkata and BCKV before execution of any License agreement for jointly developed intellectual property. The distribution of revenues shall default to the 50%-50% split agreed in CL.6.3 of this Agreement. Any variation from the 50%-50% split shall be supported by a transparent, documented, and mutually agreed assessment of the relative contributions of each Party to the specific project, conducted prior to the execution of any commercial agreement.

## ANNEXURE-III

### Template Project Schedule

PROJECT SCHEDULE NO. \_\_\_\_ TO THE IISER KOLKATA – BCKV  
COLLABORATION AGREEMENT

Project Title: \_\_\_\_\_

Effective Date of this Schedule: \_\_\_\_\_

Expected Duration: \_\_\_\_\_

Lead Investigator (IISER Kolkata): \_\_\_\_\_

Lead Investigator (BCKV): \_\_\_\_\_

1. Objectives of the Project:

(Describe specific, measurable research objectives)

2. Contributions of IISER Kolkata:

(Describe in detail: personnel, equipment, facilities, funding, laboratory resources, IP inputs)

3. Contributions of BCKV:

(Describe in detail: personnel, equipment, field stations, germplasm, land, extension networks, funding, IP inputs)

4. Pre-existing IP Disclosure:

IISER Kolkata pre-existing IP relevant to this project:

*By me*

BCKV pre-existing IP relevant to this project:

5. IP Ownership for this Project: \_\_\_\_\_

Unless varied below, ownership shall be 50%-50% as per CL.6.3.

Agreed variation (if any), with justification: \_\_\_\_\_

6. Financial Arrangements:

External funding agency (if any): \_\_\_\_\_

Allocation of external funds: IISER Kolkata \_\_\_ % / BCKV \_\_\_ %

In-kind contribution valuation (if agreed): \_\_\_\_\_

7. Publication Plan: \_\_\_\_\_

Target journals / conferences: \_\_\_\_\_

Agreed authorship order: \_\_\_\_\_

8. Milestones and Deliverables:

(List with target dates and responsible party)

Prof. / Dr. Sunil Kumar Kundu Prof. / Dr. S. B. Goswami

Jul 16/19/26  
Director, IISER Kolkata  
निदेशक / Director

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता  
Institute of Science Education and Research Kolkata  
(Under Ministry of Education, Govt. of India)

मोहनपुर / Mohanpur - 741246, पश्चिम बंगाल / West Bengal

Registrar, BCKV S. B. Goswami  
Registrar

Bidhan Chandra Krishi Viswavidyalaya  
P.O. - Krishi Viswavidyalaya  
Mohanpur-741252, Nadia, W.B.

Date: \_\_\_\_\_

Witnesses:

1. Debaris Koley (IISER)

1. Subrajit Kumar (BCKV)

2. Debaris Koley (IISER)

2. Kuntal Chatterjee (BCKV)