

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 33AC 525203

MEMORANDUM OF UNDERSTANDING

CL.1. THE AGREEMENT

This AGREEMENT made and entered into on this 14th day of October, Two Thousand and Twenty-Six (2026), between

CL.1.1 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, which expression shall, unless repugnant to the context, include its successors and permitted assigns, of the First Part.
And

CL.1.2 Pidilite Industries Limited, a company incorporated under the Companies Act, 1956, bearing CIN L24100MH1969PLC014336 and having its registered office at Regent Chambers, 7th Floor, 208, Nariman Point, Mumbai - 400021 ("PIL"), which expression shall, unless repugnant to the context, include its successors and permitted assigns, of the Second Part. IISER Kolkata and PIL are each a "Party" and together the "Parties".

CL.2. PREAMBLE

CL.2.1. WHEREAS, **IISER Kolkata** has the expertise in teaching and research and is dedicated to imparting quality science education and to carrying out research in basic and frontier areas of science involving both undergraduate and postgraduate students, in an intellectually vibrant atmosphere nurturing both curiosity and creativity.

CL.2.2. WHEREAS, Pidilite Industries Limited ("PIL") is an industry participant engaged, inter alia, in the development, manufacture and commercialisation of products and technologies and wishes to collaborate with IISER Kolkata for industry-oriented research and innovation.

CL.2.3. WHEREAS, the Parties wish to establish an academia-industry collaboration to undertake mutually identified scientific research and innovation projects, validate and translate research outcomes for potential industrial application, and facilitate the advancement and commercialisation of knowledge and technology on terms mutually agreed in writing.

CL.2.4. WHEREAS **Faculty members and students from IISER Kolkata** are desirous of and will be involved in collaborative research work.

CL.2.5. WHEREAS Faculty members, PIL personnel, scientists and other representatives may be involved in the collaborative research work, as mutually agreed for each project.

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

In consideration of the respective contributions of the Parties to the collaborative work, IISER Kolkata and PIL 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, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

CL.3. SCOPE OF THE AGREEMENT

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

CL.4. FINANCIAL ARRANGEMENTS

CL.4.1. IISER Kolkata and PIL shall bear its own costs and use its own 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.4.3. IISER Kolkata and PIL will use their own resource of money for the completion of collaborative research work, if required. However, the requirement of monetary funding from both the parties will be reviewed by the competent authorities of both Parties. Neither Party may incur any cost or commitment on behalf of the other Party without its prior written approval.

CL.5. CONTRIBUTION AND RESPONSIBILITIES OF IISER KOLKATA AND PIL 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**

IISER KOLKATA

shall not have the right to commercially exploit/use of such intellectual property.

CL.6.2. IISER Kolkata and PIL shall retain all right, title and interest in intellectual property owned, developed or acquired by it before this Agreement or independently outside the collaborative work ("Background IP"). No right in a Party's Background IP is granted to the other Party except to the limited extent expressly agreed in writing for carrying out the collaborative work.

CL.6.3. The project intellectual property generated jointly by the Parties in the above-mentioned collaborative work shall be jointly owned by IISER Kolkata and PIL in equal 50:50 shares. Intellectual property generated solely by one Party without use of the other Party's Background IP or Confidential Information shall belong to the generating Party. Any licence or commercial exploitation of Project IP shall be governed by Clause 8 and where required, a separate written agreement.

CL.6.4. The procedural formalities for securing and maintaining the intellectual property rights, if any, shall be the joint responsibility of IISER Kolkata and PIL and the expenditure incurred thereof shall be borne equally (50% -50% by both the parties).

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 IISER Kolkata and PIL.

CL6.6. The expenditure related to any patent drafting and patent filling process etc. will be paid initially by one of the party with consultation and written consent of the other party. Later, the other party will pay 50% of the total expenditure to the former party on furnishing of the bills in the name of the other party.

CL.6.7. Further, the Agreement should provide that where either Party declines, fails or is unwilling to pursue filing or protection of any IPR arising from the Project, the other Party shall have the full right to proceed with the filing, protection and commercialisation of such IPR.

CL.6.8. A Party proposing any publication or public disclosure concerning the collaborative work shall provide the complete proposed disclosure to the other Party at least thirty (30) days in advance for review. The other Party may require removal of its Confidential Information and may request a delay of up to ninety (90) days to enable filing of intellectual property applications. No publication shall disclose the other Party's Confidential Information or prejudice protection or commercialization of Project IP. Authorship and acknowledgements shall reflect actual contributions and be mutually agreed.

CL.6.9. The order of the authorship for any publication will be decided jointly by the Lead investigators from IISER Kolkata and PIL.

CL.6.10. Research Coordination: Both the parties shall appoint a programme-specific coordinator to coordinate the collaborative work on its behalf. The coordinators shall periodically review progress and identify measures to strengthen the academia-industry collaboration.

CL.7. CONFIDENTIALITY

During the term of this Agreement and for ten (10) years thereafter, each Party shall maintain in confidence and use solely for the collaborative work all confidential information and data disclosed or generated under this Agreement and shall ensure equivalent obligations are observed by its employees, representatives and approved subcontractors. A Party may disclose such information only with the other Party's prior written consent or where required by law, after giving prior notice to the extent legally permitted. Use of R&D results and Project IP shall remain subject to Clauses 6 and 8.

CL.8. UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

CL.8.1. Any license, assignment or other commercial exploitation of Project IP shall require the prior written consent of both Parties. PIL shall have the first right of refusal to obtain commercialization rights, including an

INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
IISER KOLKATA

exclusive license where mutually agreed, in respect of Project IP. IISER Kolkata shall first offer such rights to PIL in writing, setting out all material terms. PIL may accept the offer within thirty (30) days of receipt. If PIL does not accept, the Parties may license the Project IP to a third party within six (6) months on terms no more favorable than those offered to PIL; otherwise, the rights shall first be re-offered to PIL. Detailed commercial terms shall be recorded in a separate written agreement.

CL.8.2. Unless otherwise agreed in writing, all net premia, royalties and other consideration received from licensing or commercial exploitation of Project IP shall be shared equally between IISER Kolkata and PIL, after deduction of mutually approved, directly attributable protection and commercialization costs.

CL.8.3. Results developed independently by a Party outside the agreed scope of a collaborative project, without use of the other Party's Background IP, Confidential Information or resources, shall belong to the developing Party. Where such results arise directly from or materially use the collaborative work, they shall be treated as Project IP and be subject to Clauses 6 and 8.

CL.9. FORCE MAJEURE

CL.9.1. Neither Party shall be liable for delay or failure to perform an obligation caused by an event beyond its reasonable control, provided that the affected Party promptly notifies the other Party, uses reasonable efforts to mitigate the effect and resumes performance as soon as reasonably practicable. If the event continues for more than sixty (60) days, either Party may terminate the affected collaborative project by written notice without liability, except for accrued rights and obligations.

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

CL.10.1. The agreement 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.

CL10.2. The agreement shall terminate except the confidentiality agreement on the expiry of the period, unless extended and agreed by IISER Kolkata **and PIL.**

CL.10.3. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of 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 agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

CL.10.4. In the event of termination of the agreement 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 agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement. The tenure under IP shall be governed by the applicable clause under IPR.

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 as it's known address of business in West Bengal.

Similarly, any notice to be given to the PIL shall be considered duly served if the same shall have been delivered to, left with or posted by registered mail to the Pidilite Industries Limited at its registered address at Regent Chambers, 7th Floor, 208, Nariman Point, Mumbai – 400021.

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
IISER KOLKATA

CL.12. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this agreement 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 agreement. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed upon by both the parties.

CL.13. ASSIGNMENT OF THE AGREEMENT

The rights or/and liabilities arising to any party to this agreement 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. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

CL.14.1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the arbitration, conducted by a mutually appointed sole arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

CL.14.2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim awards and/or directions, as may be required. The venue of arbitration shall be Kolkata and the language of arbitration shall be English. The costs of arbitration shall be borne equally by both Parties, unless otherwise directed by the arbitrator.

CL.14.3. Subject to aforementioned provision, the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

CL.14.4. This agreement shall be governed by the laws of India. Subject to the foregoing, the courts at Kolkata only shall have exclusive jurisdiction in all matters arising out and in connection with of this Agreement.

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 Pidilite Industries Limited

.....
.....

Witnesses:

1. Mohit Prasad
2. Aditya Roy

For and on behalf of IISER Kolkata

14.10.26

Prof. Sunil K. Khare
Director, IISER Kolkata

निदेशक / Director
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान
Indian Institute of Science Education and Resea
(Under M...ry of Education, Govt. of India
मोहनपुर / Mohanpur -741246, पश्चिम बंगाल / W

Witnesses:

1. Debasis Koley
2. Priyadarsi De

ANNEXURE-I

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

IISER Kolkata and PIL have agreed to an academia-industry collaboration for mutually identified research and innovation areas with potential industrial application. The primary objective is to undertake collaborative research, validation, technology development and knowledge exchange and to evaluate research outcomes for possible commercialisation. This Annexure sets out the general framework; each specific project shall be undertaken only after its scope, deliverables, responsibilities, timelines and required approvals are agreed in writing.

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 Resource Sharing:** Experimental Resource sharing would be made on mutually agreeable terms and conditions. Infrastructure development for large-scale experimental facility and its utilization as a joint venture by the two institutes would be chalked out.

(iii) **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.

(iv) Technical Personnel Interaction: The Parties may facilitate interaction between their respective researchers, scientists, technical personnel and subject-matter experts for the collaborative work, subject to applicable approvals, policies and mutually agreed terms.

(v) **Joint outreach programme:** Based on the mutual interest joint outreach programme may be conducted to have greater visibility and reach ability.

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

(vi) Training and Knowledge Exchange: Based on mutual interest, the Parties may conduct agreed seminars, technical sessions, demonstrations or training activities relevant to the collaborative work, subject to applicable approvals and mutually agreed terms. Any separate academic programme or student engagement shall require a separate written agreement.

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
IISER KOLKATA

ANNEXURE II

Sharing of premia, royalties and other terms for commercial exploitation of **the intellectual property by the parties**.

A separate written agreement shall set out the detailed terms for commercial exploitation of Project IP, consistent with Clause 8, including PIL's first right of refusal and the equal sharing arrangement unless otherwise mutually agreed.

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA
IISER KOLKATA