



Indo-Australian Biotechnology Fund Collaborative Research Projects Round 14

A call for proposals under the Innovations partnership between India and Australia



Grant Opportunity Guidelines

Opening date: 1st July, 2021

Closing date: 31st August, 2021



Contents

1	Background.....	4
2	Purpose of the Call.....	4
3	Who can Apply?	4
4	Grant Guidelines	4
4.1	Proposal details	4
4.2	Conditions for us to consider an application	5
4.3	Grant assessment.....	5
4.3.1	Scientific merit of proposal.....	5
4.3.2	Approach and methodology.....	5
4.3.3	Organization and investigator capabilities.....	5
4.3.4	Impact and deliverables	5
4.4	How do we assess?.....	6
4.5	Funding	6
4.6	Intellectual Property Rights	6
5	Decision and terms.....	7
5.1	About our decisions.....	7
5.2	Terms for granted funds	7
6	Contact details	7
7	Grant Timelines	7

1 Background

The Indo-Australian Biotechnology Fund is managed jointly by the Department of Biotechnology (DBT), Government of India and Department of Industry, Innovation and Science (DIIS), Govt. of Australia. Since its establishment in 2006, the IABF has supported collaborative, leading-edge research between scientists in Australia and India across a range of jointly agreed upon priority areas. It has also helped to build linkages between premier research and educational institutions in both countries.

In the round 14, DBT will participate along with its Public sector undertaking (PSU), Biotechnology Industry Research Assistance Council (BIRAC) for funding Academia as well as Industry.

2 Purpose of the Call

DBT along with its PSU BIRAC and DIIS aims to ensure promote & support cutting edge science and technology (S&T) research across India and Australia.

The priority areas of research for Round Fourteen of the Indo-Australian Biotechnology Fund are:

- **COVID-19 long-term health impacts**
- **Infection prevention and control**
- **Digital health and telemedicine**
- **Biomaterials (including bioplastics)**

3 Who can Apply?

This call addresses Indian and Australian consortium partners of differing expertise. The project parties should be legal entities and independent of each other with base operations in respective countries. Applicants might include Institutes, Public/private companies, universities and/or State/territory funded research organisations. Joint applications involving more than one Indian partner are acceptable, provided the lead applicant is the main driver of the project and is eligible to apply. Application must have atleast one Australian partner.

4 Grant Guidelines

4.1 Proposal details

It is for the applicant to determine what type of data and which methods will be used in their project. The project plan must state clearly why the chosen method is best suited for its purpose.

The expertise of the project collaborators in the chosen method must be stated clearly with supporting documentary evidence.

4.2 Conditions for us to consider an application

DBT and DIIS will only consider applications which meet the following:

- The grants must be jointly applied for by Indian and Australian partners
- The application should meet call objectives (see Purpose of call above)
- The application must be submitted as per the format on DBT's website (<https://dbtepromis.nic.in/pi/frmOpenCallList.aspx>) for Indian applicants and at business.gov.au. for Australian applicants.
- All project parties must be legal entities
- Project duration is to be maximum 3 years
- The application is submitted between 1st of July and the 31st of August, 2021

4.3 Grant assessment

4.3.1 Scientific merit of proposal

- Alignment to call objectives (see Purpose of call above)
- Innovation over existing processes or products or generation of new knowledge
- Sustainable, scalable and flexible solutions
- Specific Scientific Problems to be addressed identifying the current competitive landscape

4.3.2 Approach and methodology

- Relevance of the choice of method to the proposed solution
- Realistically planned activities in regard to time and budget

4.3.3 Organization and investigator capabilities

- Project parties' expertise and experience in the chosen method.
- Project parties' capability and reliability in regard to implementing the project
- Commitment of the respective project parties to implementation and funding
- Advantages of partnering between Indian and Australian groups

4.3.4 Impact and deliverables

- Potential to advance science and its impact across both the countries.
- Potential to contribute economic value
- Potential to contribute increased gender equality
- Well-articulated implementation or demonstration plan during the project period

- Scalability and potential for national and international dissemination of results
- Potential to increase Indians and Australians international competitiveness in the field.

4.4 How do we assess?

Applications will be assessed on a competitive basis against the assessment criteria. The grants would be evaluated independently by Indian and Australian expert committees and then jointly reviewed for decision on award.

With reference to the equal treatment principle, only those applications meeting the requirements under point 4.2 will be considered. Applications meeting the requirements will be evaluated according to the above assessment criteria in competition with each other. Applicants may be asked to provide additional information to clarify any issues raised during the assessment process. Applicants may be called to participate during evaluation of the project if requested to do so by the Department. DBT and DIIS will then make its decision on funding and notify this to all applicants.

4.5 Funding

Applicants from research institutes, academia or not-for-profit research organizations will be funded by DBT subject to fulfilment of their eligibility conditions and verifiable documents. Companies or start-ups will be funded by BIRAC (on a matching grant for costs above Rs 50 lakhs). Australian partners will be funded by DIIS.

4.6 Intellectual Property Rights

Applicants must provide details of the Intellectual Property (IP) issues in their applications. This includes both the use of IP in the project proposal and the proposed ownership of rights of IP generated by the project as well as strategies for protecting India's interests. The template of IPR agreement is annexed and must be filled in and signed by the partners and to be submitted along with the application (can be uploaded in application form at the upload document in pdf form column), where IP is likely to be generated by the project. Applicants will be required to execute additional protocols or contracts with their Indian partners on the management of IP issues. These agreements should be in accordance with laws and regulations prevailing in India and Australia and provide for:

- Adequate and effective protection and equitable distribution of any benefits from IP rights created in or resulting directly from cooperative activities (foreground IP rights),
- Ownership of foreground IP rights to be allocated on the basis of respective contribution and equitable interests,
- Terms and conditions for the commercialisation and other forms of dissemination of the foreground IP rights, and

- Adequate and effective protection of IP rights provided by the organisations, enterprises and institutions prior to or in the course of such cooperative activities, for example the licensing or utilisation of such IP rights on equitable terms (background IP rights).

5 Decision and terms

5.1 About our decisions

The decision to award an application will be made by e-mail. Decisions may not be appealed. If funds have been awarded in error, or an overpayment made, the recipient may be liable for repayment.

5.2 Terms for granted funds

DBT's and BIRAC's general terms apply to granted funds and are in force from the date a decision is made. These terms include rules on project contracts, conditions of payment, monitoring, reporting and utilisation of results.

Additional special terms may be stipulated for individual projects.

6 Contact details

DBT (for Academic Institutions)

- Dr Rajesh Ghangal, Scientist C
E-mail: rajesh.ghangal@dbt.nic.in
- DBT Application support – e-promise team
Tel: 011-24365136, E-mail: epromise.dbt@nic.in

BIRAC (for collaborative Industrial participants)

- Dr. Shilpi Gupta, Chief Manager - Technical
E-mail: sgupta.birac@nic.in

7 Grant Timelines

Grant submission	1 st July – 31 st August, 2021
Assessment of applications	10 weeks
Joint review	6 weeks
Award of grant	6 weeks

***Please note the timelines are subject to change.**

Draft Template for
Intellectual Property (IP) Governing Framework
for
Collaborative Research under INDO-AUS

Parties:

Party-1 Name & Affiliation of the partnering Australian University

Party-2 Name & Affiliation of the partnering Australian University

Party-3 Name & Affiliation of partnering Indian University/Institutes

Party-4 Name & Affiliation of partnering Indian University/Institutes

Collectively, known as “Parties”

Recitals

Whereas **Indian University/Institute** and **Partnering University at Australia** are jointly submitting below mentioned research project proposal in response to the call for proposals by the Department of Biotechnology’s Indo-Australian Biotechnology Fund (IABF) and Australia India Strategic Research Fund (AISRF) Australia.

Definitions

- **Background Intellectual Property (IP):** means pre-existing or independently developed Intellectual property, owned or controlled by a Party which it determines, in its discretion, to make available for the carrying out of the project
- **Foreground or Project Intellectual Property:** means any Intellectual property created or arising as a direct result of the conduct of the Project excluding copyright in a Student’s thesis or work submitted for a higher degree
- **Intellectual Property** means all copyrights, neighboring rights, all rights in relation to inventions (including patent rights), Patents, Plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how, circuit layouts) and all other rights resulting from intellectual activities (other than moral rights under the Copyright Act 1968).
- **Projects** means “title of the proposal/project submitted”

- **Students** means a student of any of the parties to participate in the project

The Parties hereby agree on the following terms of the IP Governing Framework for the project:

1. Collaborative Research Agreement: The Parties hereby agree that if the funding applications are successful, they will enter into a Collaborative Research Agreement to set out the details of the Project, the role and responsibilities to be undertaken by each Party and the contributions expected from each Party. The collaboration agreement will include Intellectual Property clause consistent with those set out in this IP Governance Framework

2. Background Intellectual Property:

2.1 To ensure adequate and effective protection of background Intellectual Property, the Parties agree that the ownership of Background Intellectual Property will not be affected by the proposed research collaboration and that all Background intellectual Property remains the property of or controlled by the Party that makes it available for the purpose of carrying out the project

2.2 Each party grants to the other parties a non-exclusive, revocable, non-transferable, royalty-free license for the duration of the project to use their background Intellectual Property solely for the purpose of conducting the project.

2.3 Except as otherwise specified in this agreement, each party acknowledges that nothing in this agreement assigns or grants any other rights to another party in any Background Intellectual Property

2.4 No representations or warranties shall be made or given in relation to Background Intellectual Property, however, each Party making available background Intellectual Property acknowledges that to the best of its knowledge, without the need to make additional enquiries, conduct searches or seek a legal opinion, such Background Intellectual Property when used in the project will not infringe any third party Intellectual Property rights.

3. Project/Foreground Intellectual Property:

3.1 The Parties must use reasonable endeavors to ensure that their specified Personnel promptly notify each other upon creation of Foreground/Project Intellectual Property.

3.2 Except for any Copyright in a Student thesis (which will remain owned by a Student), the Parties agree that Foreground/Project Intellectual Property

- a. Created or developed solely by a Party will be owned by that Party; and
- b. Created or developed jointly by the parties will be owned by the parties (Joint IP ownership) as tenants in common in shares proportionate to their respective

Intellectual contributions to the development or creation of that Foreground/Project Intellectual Property

- 3.3 The Parties shall agree that Copyright in a Student's thesis will be owned by the student; however, the Party where the Student is enrolled will ensure that the Student enters into written arrangements which are consistent with the terms of this agreement before the Student commences any research activities on the Project.
- 3.4 Each Party that solely owns Foreground/Project Intellectual Property in accordance with clause 1.6 (a) grants the other Party a non-exclusive, perpetual, irrevocable, non-transferable, non-sub-licensable (except to the party's students and honorary academics) royalty-free and license fee-free license to use the Foreground/Project Intellectual Property for the purpose of the project
 - a. for the purpose of conducting the Project (subject to a party's obligation to keep in confidence the confidential information of the other parties); and
 - b. for the other Party's own non-commercial purposes including research, training and education
- 3.5 In the case of the Jointly owned Foreground/Project Intellectual Property, each joint IP owner:
 - c. may use and sub-license the Foreground/Project Intellectual Property jointly owned by it for its non-commercial purpose including research, education, training without obtaining the consent of the other joint IP Owner; and
 - d. may only commercialize jointly owned Foreground/Project Intellectual Property with the consent of the other joint IP Owner (not to be unreasonably withheld)
- 4. Commercialization of Project/Foreground IP:** The Parties agree that any commercial exploitation or commercialization of jointly – owned Project/Foreground IP must be agreed and formalized under a subsequent written commercialization agreement. In no event will a collaborating party commercialize or attempt to commercialize jointly-owned Project/Foreground IP without such agreement in place. If the commercialization of the Project/Foreground IP requires access to Background IP, the relevant collaborating Party will license its Background IP to the commercialization party on reasonable commercial terms to be agreed, or in default of agreement, on terms to be finally determined by an independent expert.
- 5. Vesting of Project/Foreground IP:** Each party warrants it has (or will obtain prior to commencing work on the project) the necessary rights and documentation (including assignments, consents and approvals) from all persons working on the project necessary for the Project IP to vest as required by this agreement, or will do all such

acts as are necessary to ensure that the Project IP vests in accordance with this agreement.

6. **Termination by Mutual Consent:** This agreement may be terminated at any time by mutual, written consent of the Parties.
7. **Dispute resolution:** Any dispute between the parties under this agreement will, in the first instance, be referred to appropriately qualified representatives with authority to settle, appointed by each party to resolve the dispute. If those representatives are unable to resolve the dispute in a reasonable time period, the dispute will be referred to mediation (using a mediator agreed by the parties, who must facilitate mediation via teleconferencing and/or other electronic means).
8. **Counterparts:** This agreement may be signed in any number of counterparts (whether in original, scanned, electronic or facsimile form) and all those counterparts together make one instrument.

Executed for and on behalf of the
University by its duly authorized
delegate in the presence of:

Signature

Name & Position

Signature of Witness

Name of Witness

Date

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