



Indo-Australian Biotechnology Fund Collaborative Research Projects Round 15

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



Grant Opportunity Guidelines

Opening date: 16th January, 2023

Closing date: 15th March, 2023

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1 Background

DBT has strategic partnership with Australia for fostering research in the medical biotechnology domain. 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 inception in 2006, the IABF has supported collaborative, leading-edge research between scientists in Australia and India across a range of jointly agreed priority areas. It has also helped to build linkages between premier research and educational institutions in both countries. The Indo-Australian Biotechnology Fund (IABF) supports Indian and Australian Scientists, from both the public and private sectors, to collaborate in cutting edge research in the area of science & technology.

2 Purpose of the Call

The purpose of the call is to support research and innovation projects that are highly relevant for scientific solution for AMR and RNA Vaccines. The call seeks to fund applications for conducting research with a high societal relevance, both basic and applied, and innovation promoting the transition, nationally in India and Australia, as well as internationally. The priority areas of research for Round Fifteen of the Indo-Australian Biotechnology Fund are:

- **Antimicrobial Resistance (AMR)**
- **RNA Vaccine**

3 Who can Apply?

This call addresses Indian and Australian consortium partners of domain 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 organizations. For more details, please check [Annexure I](#).

4 Grant Guidelines

4.1 Proposal details

The Joint Call requires that the collaboration between Indian and Australian research teams be submitted as a Multiple Principal Investigator (Multi-PD/PI) application with both of the lead scientists from each country as the PD/PI. Applications may be derived from existing collaborations with an established history of interaction, or from new partnerships developed in response to this Call. The collaboration must be based on interactive relationships that maximize the expertise of the individual Indian and Australian research teams.

Through this Call, Indian and Australian collaborating investigators should work together to develop and submit an application to Department of Industry, Innovation and Science (DIIS), Govt. of Australia and the Indian Ministry of Science and Technology's Department of Biotechnology (DBT). The Indian application should follow DBT guidance using the 'Proposal Submission form for R&D Projects' format available at the DBT ePromIS portal: (http://www.dbtpromis.nic.in/sample_forms.htm). In addition to a detailed research plan, the application must include a leadership plan that describes the roles, responsibilities, and working relationship of the PD/PIs, as well as information about performance sites, the proposed work to be accomplished at each site, and a complete budget for the collaboration. Only those applications that are determined to be meritorious will be considered for joint funding and will be supported

by the DBT and DIIS under this program. The DBT will provide funds for the Indian component and DIIS will fund Australian component.

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 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 <https://business.gov.au> for Australian applicants.
- All project parties must be legal entities, for more details, please check [Annexure I](#)
- Project duration must be 3 years
- The application must be submitted on or before the due date. After the due date, the proposal will not be accepted.

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. For more details, please check [Annexure I](#).

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 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

Department of Biotechnology, India

- Dr Vinita Chaudhary, Scientist E E-mail: vinita.chaudhary@nic.in
- DBT Application support – e-promise team
Tel: 011-24365136, E-mail: epromise.dbt@nic.in

Department of Industry, Science and Resources, Australia

Head of Division AusIndustry

Department of Industry, Science and Resources GPO Box 2013
CANBERRA ACT 2601

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

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

MODALITIES OF PARTICIPATION AND FUNDING

PARTICIPANTS FROM INDIA

The participating entities/organizations from India have to be a legal entity as per Indian law (Indian applicants).

The Indian entities eligible to participate include:

- Government of India supported or recognized (Public or Private) academia; research; organizations and urban or other local bodies;
- Government of India recognized not- for profit NGO(s)/VO(s) Trust(s)/Research foundations, having research as on the imperative mandates

ELIGIBILITY CRITERIA

Academic/Research Partners:

- Public and/or private universities and research organizations must have a well established research support system, for basic or applied research; and
- Submission of proof of establishment under Indian statute; recognition documents and registration at Government of India's Public Finance Management System (PFMS) - <https://pfms.nic.in> shall be obligatory.

NGO(s)/VO(s)/Trust(s)/Research Foundations:

- The Indian private R&D performing institutions and Not-for-profit, NGO(s)/ VO(s)/ Trust(s)/Research foundations should have experience of at least 3 years in scientific research, teaching, training and extension activities; and must follow research as one of the mandates;
- Proof of registration at 'NGO DARPAN' of NITI Aayog (<http://ngodarpan.gov.in/>), Certificate of registration under Society Registration Act, Firm's Memorandum of Association, Registration at Government of India's Public Finance Management System (PFMS) (<https://pfms.nic.in>), Valid SIRO certificate for firm's in-house R&D recognition and audited account statements for the past three years shall be obligatory¹.

<http://www.dsir.gov.in/#files/tpdup/irdpp/SIRO-revised-guidelines.html>

¹The Department of Scientific and Industrial Research (DSIR), Government of India is the nodal government department for granting recognition to non-commercial Scientific & Industrial Research Organisations (SIROs).The functional SIRO sharing clearly stated objectives of undertaking scientific research, broad based Governing Council, Research Advisory Committee, research personnel, infrastructure facilities for research, well defined, time bound research programs and clearly stated objectives of undertaking scientific research are considered eligible for recognition by DSIR.

Ineligible Organizations:

- Research centres and academic organisations headquartered and owned outside India and their subsidiaries in India, or vice versa, are not eligible to receive funding from DBT under this programme.

Consortium:

- The number of Indian project partners should be optimum and correspond to the objectives of the project. Each project should clearly demonstrate the partner's essentiality, complementarities, and added value in jointly addressing the topic.
- In case there is more than one Indian participant in a given proposal it is advised that the Indian participants appoint among them a '**Lead Scientific Coordinator**', who can represent the Indian participants in the consortium vis-à-vis DBT.
- In case there is only one Indian participant in a given proposal it is advised that the Indian participant should include one Co-Principal Investigator in the proposal.

FUNDING SUPPORT BY DBT

DBT will fund the Indian consortium members as per requirement of the project, for the project duration, upto 2 years. Budget should be commensurate with the essentiality of participation, work load and objectives of the project and cost of participation.

Eligibility for Funding:

Budgeted cost of the project to legal entities subject to obligatory fulfillment to eligibility criteria.

DBT will support (Grant-in-aid) 100% of the approved budget cost to the following two categories of organizations:

- a) Government of India supported or recognised public or private academic institutions or research organisation, and urban or other local bodies;
- b) Indian private R&D performing institutions and Not-for-profit, NGO(s)/VO(s)/Trust(s)/Research Foundations, having research as one of the imperative mandates.

Eligible costs for funding are: Capital expenditure (equipment's) || Manpower || Consumables || Travel(local and international travel) || Contingency || Overheads || Outsourcing || Others. (*Academia can factor in additional sub heads (in other category) such as; workshops; publications; review meetings, etc. under expenditure based on the requirement of the project*).

Funding Instruments/Items**(Rs. in lakhs)**

Head	Year1	Year2	Year3	Total
A.Non-recurring				
1.Equipment				
TotalA				
B.Recurring				
1.Consumables				
2.Manpower (JRF/SRF/RA/TA)				
3.Travel(both Domestic and International for Project purpose)				
4.Contingency				
5.Overheads—as per DBT norms				
6.Outsourcing				
7.Others				
TOTALB				
TOTAL(A+B)				

Important Notice: This budget table should be made for each Indian participating/applicant partner. Details and Justification should be provided for each head.Equipment cost should not exceed 30 per cent of totalprojectcost.

Non-AdmissibleCostfromDBT:

- i. Regulatory approval fees;
- ii. Prosecution/litigationcosts;
- iii. Insurance coverage;
- iv. Salary of investigators;
- v. Capital expenditure for the purchase of assets such as office furniture, motor vehicles, Office equipment viz. desktops, laptops, tablets, cell phones, scanners, printers, photocopy machines, and renovation or extension offacilities such as buildings and laboratories;
- vi. Capitalexpenditure towardtechnology(ies),demonstrationplantsandassociatedfieldequipment(s), hardware, software etc. for test and analysis from consortium partner(s) from abroad;
- vii. Expenditure toward rental and utilities;
- viii. Internationaltraveltocountriesotherthantheoneparticipatingwithinthiconsortiaainaparticular call;
- ix. Mere attendance at conferences/symposiums/congresses

REGULATORY,ETHICAL, SAFETY&STATUTORYCONSIDERATIONS(IFAPPLICABLE)***i) Research Using Hazardous Microorganisms, Genetically Engineered (GE)Organisms & Products there off or R&D Purpose:***

In India, research using hazardous microorganisms, genetically engineered (GE) organisms & products there of are governed under Rules, 1989 (Rules for the Manufacture, Use/Import/Export and Storage of Hazardous Micro Organisms/ Genetically Engineered Organisms or Cells) of Environment (Protection)Act, 1986, according to which, necessary intimation/ recommendation/ authorization from concerned Institutional Biosafety Committee (IBSC), Review Committee on Genetic Manipulation

(RCGM) & Genetic Engineering Appraisal Committee (GEAC) is obligatory based on type & scale of research operations.

Further guidance on regulatory consideration can be obtained from:

- Guidelines and Hand book for IBSCs, 2011
<http://www.dbtindia.nic.in/wp-content/uploads/9.-Guidelines- Handbook 2011.pdf>
- Regulations and Guidelines on Biosafety of Recombinant DNA Research & Biocontainment, 2017
<http://www.dbtindia.nic.in/wp-content/uploads/Draft-Biosafety-Regulations-andBiocontainment-Guidelines-2017-FF.pdf>
- Recommendations for Streamlining the Current Regulatory Framework, 2005
http://www.moef.nic.in/divisions/csurv/geac/draftreport_rpharma.pdf

ii) Human and Animal Subjects Research:

DBT and DLT-PT are committed to ensure that projects involving human or animal subjects are protected from research risks in compliance with the rules and policies in respective countries (ICMR/DBT policies).

All projects recommended for award that involve human or animal subjects will undergo review by the Indian Bioethics Committees prior to award request. For information on ICMR policies, please consult

- National Ethical Guidelines for Biomedical and Health Research Involving Human Participants, 2017
http://www.icmr.nic.in/guidelines/ICMR_Ethical_Guidelines_2017.pdf
- Indian PIs of the consortium should apply to their institutional review boards (IRBs)/ institutional ethics committees (IECs) at the time of submission of proposal to obtain necessary bioethics approvals from all involved institutions. If selected, Indian PIs are required to submit proof of their institution's IRB/IECs approval to DBT by before start of project.

CONSORTIUM AGREEMENT

The participants shall enter into a Project Agreement. The Project Agreement shall include the Participants mutual commitments, conditions concerning rights to foreground and background information and other issues of significance to the cooperation. The project Agreement shall be consistent with each funding organizations terms and conditions for grants for funding (foreground and background information refer to IPR).

OTHER DOCUMENTS:

PI, whose project is recommended by Expert Committee after peer review for funding, will have to submit necessary documents such as detailed checklist, IPR arrangement, approvals of necessary authority such as ICMR, National Biodiversity authority, DBT, NBPGR etc as the case may be, and any other documents required by DBT.

HOW TO APPLY:

For the submission to DBT:

Please apply through this link; <https://dbtepromis.nic.in/Login.aspx>

Steps for submission:

- a. Please login to eProMIS account (<https://dbtepromis.nic.in/Login.aspx>)
- b. Go to International Cooperation-Bilateral Programs area
- c. Open Call link for **Indo-Australia Biotechnology Fund Collaborative Research Projects Round 15**
- a. Submit proposal