

# Research Collaboration Agreement (India)

Governs IP ownership, publication rights, and funding in academic-industry collaborations

## HOW TO USE THIS TEMPLATE

1. Use when collaborating with an IIT, CSIR, university, BIRAC, or research institution.
2. Academic institutions often have IP policies that grant them rights — understand these first.
3. Publication rights are critical — institutions need to publish; startups need to patent first.
4. Specify clearly who owns what is created — do not leave IP ownership to be 'determined later'.
5. BIRAC, DST, and other funders may have IP conditions attached to their funding.

## PARTIES

|                                |  |
|--------------------------------|--|
| Company — Full Legal Name      | [Company full legal name and CIN]                              |
| Company — Address              | [Registered address]   |
| Research Institution           | [Full name of IIT / CSIR Lab / University / BIRAC-funded body] |
| Institution — Address          | [Address]  |
| Principal Investigator (PI)    | [Name, designation, and department]                            |
| Research Area                  | [Brief description of the research domain]                     |
| Project Title                  | [Official project title]                                       |
| Funding Source (if applicable) | [BIRAC / DST / DBT / Internal funding / Industry funding]      |
| Agreement Date                 | [DD Month YYYY]  |
| Project Duration               | [X] months / years from [DD Month YYYY]                        |

## 1. DEFINITIONS

**"Background IP"** means all IP owned or controlled by a Party prior to the commencement of the Project, or developed independently outside the Project.

**"Company Foreground IP"** means all IP created solely by Company employees or contractors in the course of the Project.

**"Institution Foreground IP"** means all IP created solely by Institution researchers, staff, or students in the course of the Project.

**"Joint Foreground IP"** means all IP created jointly by both Company and Institution personnel in the course of the Project.

**"Project"** means the research collaboration described in Schedule 1.

**"Research Results"** means all data, findings, prototypes, materials, software, and other outcomes of the Project.

"**Student IP**" means IP created by students working on the Project as part of their degree programme, which may be subject to the Institution's IP policy.

## 2. RESEARCH ACTIVITIES AND GOVERNANCE

**2.1 Project Scope.** The Parties shall collaborate on the research described in Schedule 1 in accordance with the milestones and timeline therein.

**2.2 Project Committee.** A Joint Project Committee comprising [X] representatives from each Party shall meet [quarterly] to review progress, address issues, and approve significant decisions.

**2.3 Reporting.** The Institution shall provide written progress reports to the Company [quarterly / every 6 months], and a final project report within [60] days of project completion.

## 3. INTELLECTUAL PROPERTY — OWNERSHIP

**3.1 Background IP.** Each Party retains exclusive ownership of its own Background IP. Nothing in this Agreement transfers any Background IP ownership.

**3.2 Company Foreground IP.** All Company Foreground IP shall be owned exclusively by the Company.

**3.3 Institution Foreground IP.** All Institution Foreground IP shall be owned by the Institution, subject to the Company's option to licence in Clause 3.5.

**3.4 Joint Foreground IP.** Joint Foreground IP shall be owned jointly by both Parties. The Parties shall negotiate in good faith the filing of patent applications for Joint Foreground IP, cost sharing, and commercialisation arrangements. Absent agreement within [90] days, either Party may file at its own cost.

**3.5 Company's Licence Option on Institution IP.** The Company shall have a [first right / exclusive option] to negotiate a licence for any Institution Foreground IP and Joint Foreground IP for commercial exploitation. The Company shall notify the Institution of its intention to licence within [90] days of disclosure. Licence terms shall be negotiated in good faith within [6] months of such notice.

**3.6 Student IP.** The Parties acknowledge that Student IP may be subject to the Institution's IP policy and relevant degree regulations. The Parties shall identify at the outset any student working on the Project and determine the applicable IP ownership regime, ensuring students execute appropriate assignment or licence agreements.

**3.7 Funder IP Conditions.** If the Project receives funding from a government body (BIRAC, DST, DBT, etc.), the IP ownership provisions of this Agreement are subject to any mandatory IP conditions imposed by the funder. The Parties shall comply with all funder IP obligations and immediately notify each other of any IP conditions attached to funding.

## 4. PUBLICATION RIGHTS AND CONFIDENTIALITY

**4.1 Publication Review.** The Institution shall provide the Company with a copy of any proposed publication of Project results at least [60] days before submission. The Company shall review for: (a) patentable content requiring a patent application before publication; and (b) Confidential Information that should be redacted.

**4.2 Patent Filing Delay.** The Company may request a delay of up to [6] months from the date of the Company's review to file patent applications covering patentable content in the proposed publication. The Institution shall delay submission accordingly.

**4.3 Confidentiality of Research Results.** All Research Results and Project data shall be treated as confidential by both Parties during the Project and for [3] years thereafter, except: (a) information published with the consent of both Parties; (b) information required to be disclosed by law or funder requirements.

## 5. FINANCIAL CONTRIBUTIONS

|                                |  |
|--------------------------------|--|
| Company Financial Contribution | Rs.[Amount] per [month / quarter / year]                         |
| Company Equipment / Facilities | [Description of any equipment or facility contribution]          |
| Institution Contribution       | [Researcher time, laboratory access, equipment]                  |
| Budget Approval Threshold      | Unbudgeted expenditure above Rs.[X] requires joint approval      |
| IPR Filing Cost Allocation     | [Company / Institution / Shared equally] for patent filing costs |

## 6. TERM AND GENERAL PROVISIONS

|                             |   |
|-----------------------------|---|
| Project Term                | [X] months from Effective Date  |
| Termination for Convenience | [60] days written notice  |
| IP on Early Termination     | Each Party retains IP created to date; negotiate commercialisation of partial results |

**6.1 Governing Law.** Governed by the laws of India including Patents Act 1970, Copyright Act 1957.

**6.2 Dispute Resolution.** Negotiation for 30 days, then arbitration in [City].

**6.3 Entire Agreement.** This Agreement and Schedules are the complete agreement.

**6.4 Stamp Duty.** Execute on non-judicial stamp paper.

## EXECUTION

| COMPANY                     | RESEARCH INSTITUTION        |
|-----------------------------|-----------------------------|
| [Company Full Legal Name]   | [Institution Full Name]     |
| Authorised Signatory: _____ | Authorised Signatory: _____ |
| Name: _____                 | Name: _____                 |
| Date: _____                 | Date: _____                 |

### IMPORTANT NOTE

Research institutions (IITs, CSIR labs, universities) have their own IP policies that may give the institution first rights to any IP created by their employees. Understand the institution's IP policy BEFORE signing. Government funding (BIRAC, DST) often has mandatory IP conditions. Template only — not legal advice.

## IP DISCLOSURE OBLIGATIONS AND COMMERCIALISATION FRAMEWORK

**7.1 Invention Disclosure Process.** Each Party shall promptly disclose to the other Party in writing any invention, discovery, or development arising from the Project that may be patentable or otherwise protectable. Such disclosure shall be made within [14] days of the invention being reduced to practice or otherwise identified as potentially protectable. Disclosure shall include: a description of the invention; the names of all inventors; the date of conception or reduction to practice; and relevant supporting documentation.

**7.2 Patent Filing Decision Timeline.** Within [45] days of receiving an invention disclosure, the Parties shall meet to determine: (a) whether to file a patent application; (b) who shall file and prosecute the application; (c) how filing and prosecution costs shall be shared; and (d) how any resulting patent shall be licensed or commercialised. If the Parties cannot agree within this period, either Party may independently file for the invention at its own cost, subject to the other Party's consent (not to be unreasonably withheld).

**7.3 Commercialisation Obligations.** Where the Company exercises its option under Clause 3.5 to licence Institution Foreground IP, the Company shall use commercially reasonable efforts to commercialise the licensed IP within [X] years. If the Company fails to commence commercialisation within this period, the Institution may terminate the licence on [90] days written notice, and the IP shall revert to the Institution free of the Company's licence. Commercialisation milestones shall be specified in the relevant licence agreement.

**7.4 Revenue Sharing from Commercialisation.** Net revenues received by either Party from commercialisation of Joint Foreground IP shall be shared as follows: (a) after deducting all direct costs of commercialisation (including patent prosecution, licensing transaction costs, and legal fees); (b) the remaining net revenues shall be shared [50/50] between the Parties unless a different sharing ratio is agreed in writing. Each Party shall maintain accurate records of commercialisation revenues and provide the other Party with annual revenue reports.

**7.5 Indian Government IP Policy Compliance.** Where the Project is funded wholly or partly by the Government of India or any government agency, the Parties shall comply with the National IPR Policy 2016 and any specific IP conditions imposed by the funding agency. In particular: (a) any government-funded IP shall be filed first in India before any foreign filing; (b) the terms of any licence of government-funded IP shall be consistent with access and benefit-sharing obligations; and (c) the funding agency may have march-in rights or step-in rights in certain circumstances.