

Australia-India Strategic

Research Fund

Indian component to be supported jointly through DBT – BIRAC Process Flow and Terms (for support to Indian Industry)



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Background

The Australia-India Strategic Research Fund (AISRF) is a platform for bilateral collaboration in science and technology, jointly managed and funded by the Governments of India and Australia. The Australia-India Strategic Research Fund commenced in 2006. Since its establishment, the AISRF has supported collaborative research between scientists in India and Australia across a range of agreed priority areas. This helped research linkages to be built between premier research institutions in both countries. The objectives of the program are to:

- Increase the uptake of leading science and technology by supporting collaboration between Australian and Indian researchers in strategically focused, leading-edge scientific research and technology projects
- Strengthen strategic alliances between Australian and Indian researchers
- Facilitate Australia and India's access to the global science and technology system.

The intended outcomes of the program are:

- Greater profile and reputational gains for Indian and Australian science, research and innovation capabilities in each other's country and globally
- Stronger links between Indian and Australian research and business communities to grow long-term collaboration
- An opportunity for any postgraduate students involved in the project to spend time in the other country and work with collaborating researchers to help form lifelong networks and build on institutional links
- Strengthening and deepening of the bilateral diplomatic relationship and strategic partnership.

The current phase of the program (14th phase) was announced as part of the 2020-21 Federal Budget. The Department of Industry, Science, Energy and Resources, Australia is responsible for administering this grant opportunity in Australia. A part of the Indian component will be delivered by the Department of Biotechnology (DBT) and Biotechnology Industry Research Assistance Council (BIRAC). The academic institutes will be funded by DBT and Industry component will be funded by BIRAC.

Areas to be supported under round 14:

Applications are sought for proposals in the 14th round of the following AISRF components:

• Addressing COVID-19 long-term health impacts



- Infection prevention and control
- Digital health and telemedicine
- Biomaterials (including bioplastics)

Support is provided for collaborative research projects involving Indian and Australian partners. All applications for the call must fall within one of the above mentioned priority areas. Applications not related to these areas will not be considered

Call/Advertisement

- DBT will launch a national call for Australia-India Strategic Research Fund. The Call for Proposals will be advertised on DBT website and in various leading Newspapers, & Scientific Journals.
- 2. The Call window inviting proposals is typically open for a period of two months.
- 3. The applicant needs to submit an online application for funding by registering and logging-on the DBT website <u>www.dbtindia.nic.in</u>. Please note that applications are accepted online only.

Eligibility criteria for the industry (to be funded by BIRAC):

- 1. Company (ies)*incorporated under the Companies Act, 2013 or Limited Liability Partnership (LLP)** incorporated under the Limited Liability Partnership Act, 2008.
- <u>For Company:</u> Minimum 51% of the shares of the Company should be held by Indian Citizens holding Indian passport [Indian Citizens do not include Person of Indian Origin (PIO) and Overseas Citizenship of India (OCI) holders]
- 3. <u>For LLP:</u> Minimum half of the persons who subscribed their names to the LLP document as its Partners should be Indian citizens.
- 4. The Applicant Company/ LLP should:
 - Have adequate in-house facility to address the project implementation(which shall be evaluated during the site visit)or
 - Incubated at any of the recognized Incubation Facility
 - Should not have been pronounced as Defaulter company by any creditor or is under any liquidation or IBC process
 - Not have withdrawn any sanctioned project nor any of its earlier projects have been terminated due to breach of any of funding conditions.

(A self-declaration on absence of this condition on ineligibility should be submitted by the



proponent)

Intellectual Property (IP) & Commercialization

- The applicant will have to disclose the background IP associated with the project in the proposal.
- The applicant under collaboration will submit a joint project management plan covering the foreground IP and commercialization of the resultant product.
- Acceptance of both Indian and Australian project proponent for the project management plan.

The joint project management plan will be the basis for the governance framework of IP (both background and foreground IP). Project management plan will also clearly cover the aspects of commercialization.

Global Access

Projects will be carried out jointly by Australian and Indian cooperating organizations. Project results will be equally available and may subsequently be used in Australia and India, or they may be made available to or in a third country.

The Fund Recipients agree to conduct and manage the Project and the resulting products, services, processes, technologies, materials, software, data or other innovations (collectively, "Product") and any IP that arises (New IP) in the manner that ensures "Global Access."

Global Access requires that

a) The knowledge and information gained from the Project be promptly and broadly disseminated or published.

b) Project Developments and/or New IP are made available and accessible at an affordable price to people most in need within developing countries.

c) In this regard, ensure Global Access in all present and future research and development agreements in a suitable form.

Financial concurrence and release of Governing Agreement by DBT/BIRAC

Subsequent to DBT recommendations, following steps will be followed at BIRAC:

- Detailed financial due diligence for the company will be done by BIRAC as per existing BIRAC norms.
- Financial concurrence will be taken for company component by BIRAC followed by approval of MD, BIRAC and Chairperson, BIRAC.
- The amount financially concurred for the company will be communicated to DBT.



- Sanction Order will be issued by DBT to all parties with final milestones and budget.
- MOU between applicants will be furnished before sanction order is issued by DBT which will be independent of any of the funders to reflect the mutual agreement aspects of the fund recipients, specifically roles and responsibilities, IP ownership for academia/company, dispute resolution etc.
- BIRAC will process a separate Grant in aid agreement (GLA) with company.

Terms & Conditions and Requisites for Fund Disbursement

 a) The funding support offered by BIRAC will be in the form of grant-in-aid. There is no cap on funding. However, the below mentioned modalities will be followed based on the total project cost

Amount	Modality
Upto 50 lakhs	100% grant from BIRAC
More than 50 lakhs	BIRAC grant would be Rs. 50 Lakhs + 50% of Cost over and above Rs. 50 Lakhs. Remaining cost would be borne by the company

The fund disbursement will be milestone based and will be released in 4 installments (with two technical milestones) in case of 12 months project and 5 instalments (with three technical milestones) in case of projects with a duration of more than 12 months. The details of the releases will be there in the GLA signed between BIRAC and company.

- b) Agreement of funding: On announcement of Award, all concerned applicants need to sign the Grant-in-aid Letter Agreement (GLA) with BIRAC. The start date will be communicated after the GLA is signed by all parties.
- c) In addition to signing of agreement between all the concerned parties, following requirements need to be completed before the first instalment can be released:
 - i. A Board Resolution needs to be passed for acceptance of the Grant-in-aid offer by the BIRAC
 - ii. Opening up a No-Lien Account with a scheduled/nationalized Bank in case of a Company



Project Monitoring & Mentoring

- i. <u>Review of progress:</u> The projects sanctioned will be monitored/and mentored regularly by an Expert Committee constituted by DBT & BIRAC for each project or a common technical expert committee. Site visits are conducted by specially constituted Project Monitoring Committees (PMCs) comprising two to three Technical experts.
 - ii. <u>Reporting of Progress:</u> On Successful completion of each Milestone, the applicant is required to submit a detailed Milestone Completion Report (MCR) as per prescribed format. The MCR is assessed by the PMC for its completion. On recommendation of the PMC, the next Milestone budget is released.

The Applicant has to submit a duly certified Statement of Expenditure for the Budget available for the specific milestone being reported upon.

- iii. <u>Release of instalments:</u> First installment (30%) will be released once the grant in aid letter agreement (GLA) has been signed between BRAC and company. The last installment is released on completion of the project and submission of the project report (~ 10%) and after all financial due diligences are complete. The remaining installment with 20%+ 20%+20% (for projects with duration of more than 12 months) or 30%+30% (for projects with duration of 12 months) release depending on the duration of project. PI will define the budget heads with due diligence and justification. The subsequent releases will be done based on recommendation of project monitoring committee from DBT BIRAC and UC- SOE submitted by Industry.
- iv. The Fund Recipient shall submit the Utilization Certificate (UC) and Statements of Expenses (SOE) duly audited by a Chartered Accountant for the expenditure incurred towards the Project for every half year period, ending 30th September and 31st March, to BIRAC, within a month of closure of the accounts for the respective half year, in the format provided by BIRAC. The CA shall also certify that there has been no change in the shareholding pattern and if there is any change, the particulars shall be specified.
- v. The Fund Recipient shall submit audited Annual reports along with the audited balance sheets and profit & loss accounts to BIRAC within seven months of the completion of the financial year ending 31st March till the completion of the Project Duration.



vi. <u>Allowable expense:</u> The expenditure done after signing of the GLA should only be included in the project. All expenditure should be made as per the details mentioned in the GLA. The equipment list should strictly match with those given in the GLA. All expenses (for both BIRAC and company) are to be done out of the no-lien account only.

Foreclosure and Termination

- i. In case, during the Project Duration, if it is found that the Project or any Project component is not likely to lead to successful completion, BIRAC may decide to foreclose the Project or the Project component as warranted. The decision of the BIRAC shall be final in all respects. The Fund Recipient shall submit detailed accounts of funds received and utilized. The Company shall immediately refund any grant-in-aid unutilized out of BIRAC's disbursements to BIRAC, BIRAC, at its discretion, allow deduction of, the future committed expenses to third party vendors on pro-rata basis according to the quantum of BIRAC's funding. If the Fund Recipient likes to continue the Project at its own cost, it would be able to do so without restrictions from BIRAC after complying with these provisions.
- ii. The Fund Recipient may, before the completion of the Project, terminate this Agreement by giving three months' notice in writing to BIRAC. BIRAC may also terminate this Agreement by written notice in the event of "the Fund Recipient" committing breach of any term of this Agreement and either not rectifying it to the satisfaction of BIRAC or not satisfying BIRAC about its inevitability within a specified period. In the event of termination of the Agreement, no further disbursement shall be made by BIRAC and the Fund Recipient shall immediately refund any funds unutilized out of BIRACs disbursements, along with detailed accounts of funds received, utilized and unutilized within 30 (thirty) days of termination of the Agreement. In case of failure to repay, without prejudice to any other rights under this Agreement, the amount can be recovered by initiating any procedure available in Law.

Extension in the duration of the project

Extension of projects is DISCOURAGED. Request for extension of project on account of Change in Coordinator/Principal Investigator, delay in purchase of equipment, hiring of manpower, submission of Milestone Completion Reports, Statement of Expenditure (SoE),



Utilization Certificate (UC), or any other financial/technical document by the company/collaborator necessary for release of funds by BIRAC will NOT BE ENTERTAINED.

Request for extension of milestone/project can be considered (without any additional financial implications) only in selective cases where accomplishment of technical milestone is prolonged due to delay in securing regulatory approvals, or where the relevant committee feels that some additional studies are needed to take the project to a logical conclusion/product development or due to any other technical reasons not envisaged at the time of submission of proposal. However, such request must be communicated to BIRAC at least TWO MONTHS before the scheduled date of completion of milestone/project with proper justification.

Acknowledgement

The funding support by DBT/BIRAC shall be duly acknowledged when publishing/showcasing/or presenting project particulars or outcomes.

Disclaimer: Acknowledgement by BIRAC shall not make liable for manufacturing, Commercialization and other product related liability.

For Further details/Feedback/Grievance

Contact:

DBT: Dr Rajesh Ghangal, Scientist C, E-mail: rajesh.ghangal@dbt.nic.in

BIRAC: Dr. Shilpi Gupta,E-mail: sgupta.birac@nic.in