



IGSTC Call for Joint Research and Development Proposal 2011: 2+2 mode of partnership between India and Germany

1. About IGSTC

Indo-German Science & Technology Centre (IGSTC) established by the Department of Science and Technology (DST), Government of India, and the Federal Ministry of Education and Research, Germany (BMBF) to facilitate Indo-German R&D networking through substantive interactions among government, academia/research system and industry to foster innovation and application for the overall economic and societal developments of both the countries. The Centre envisions to (a) advance industrial research partnership with mutuality of interest and respect (b) create a platform for cross fertilisation of ideas (c) develop knowledge networks for industrial sectors to enhance competitiveness (d) establish joint knowledge pools to address global challenges and (e) serve as a Nerve Centre to promote Indo-German technology partnership.

2. Partnership Model & Thematic Areas

IGSTC intends to catalyse innovation-centric R&D projects by synergising the strength of research/academic institute and public/private industry from India and Germany. This call for proposals is aimed at supporting joint R&D projects of industrial relevance by means of “2+2 partnership” (“2+2 partnership” refers to R&D projects with the participation of atleast one German and one Indian research institution as well as one German and one Indian industry partner) in the following **thematic areas** of mutual interest

- Material Sciences & Nanotechnology
- Energy (Reliability of Energy Supply and Energy Grid Efficiency)
- Information & Communication Technologies (Mobility, Logistics and Safety)

3. Basic Principles

- Project should be proposed jointly by both Indian and German teams. Each project will be coordinated by two **Principal Investigators** (PIs), one from each country.
- Project proposal is expected to produce insight and exploitable research results leading to new technologies, products and /or services. The benefits of partnership should be clearly identifiable.
- Project proposal should ensure that all the project partners contribute to and benefit from an equitable and balanced cooperation with adequate protection for intellectual property rights used in and generated during the joint efforts.

4. Financial Support

- **Indian Partners** – 100% of the eligible costs in the form of grant to Institutional Partner (research/academic) and 50% of the eligible costs in the form of soft loan to Industrial Partner.
- **German Partners** - 100% of the eligible costs in the form of grant to Institutional Partner (research/academic) and 50% of the eligible costs in the form of grant to Industrial Partner.

5. Eligible Costs

- Costs for personnel involved in the project
- Specific equipment including software to be purchased or developed or assembled for the project (equipments that are not part of the applicant's basic equipment)
- Consumables/Materials
- Mobility Costs (international Travel and domestic Travel)
- Networking Events (organising project related workshops/brain-storming meetings etc.)
- Outsourcing/Subcontract
- Contingency/Overhead (for Indian Partners)

6. Evaluation

The proposals will be evaluated by a Joint Scientific Council (JSC) consisting of subject experts from both the countries. In addition, peer review process may also be applied. Final approval, depending on financial provisions, will be taken by the Governing Body (GB) of IGSTC. The evaluation process will consider

- Novel innovative research within the scientific scope
- Scientific expertise and global competitiveness
- Scientific merit and feasibility, taking into account state of the art
- Potential for realisation and success in accordance with work plan timeline

- Scientific credential (academic and relevant experience) of the project partners
- Level of collaborative interaction and added value of the consortium
- Innovative potential for industrial application (prospects for commercial success/commercial exploitability)
- Support of young scientists

7. Who can apply?

Applicants from research organisations, state and non-state institutions of higher education, universities, non-university research institutions, and public or private companies are eligible to submit applications. *For German applicants:* Research establishments which receive joint basic funding from the Federal Government and the *Lander* can be granted project funding to cover additional expenditure under certain conditions only.

8. Cooperation Agreement and Utilisation Plan

(a) A letter explaining the intentions of the project partners must be included in the application. Before any funding is provided for the joint research project, all project partners must formalise their cooperation by concluding a **cooperation agreement**. For the relevant information please see the box below. If requested, the cooperation agreement, together with the relevant information, must be made available to the funding organisations.

*Information for applicants on **cooperation agreement***

Details of cooperation are to be laid down by the Partners of the joint project in a written cooperation agreement that should contain regulations with a balanced distribution of rights and duties for the use and exploitation of knowledge and results among the Partners. The special achievements involved in an invention have to be recognised. Inventions must therefore be treated differently from any other results obtained in the project

a) Cooperation agreement

The Partners should enter into a legally binding cooperation agreement prior to the start of the project. The cooperation agreement must provide at least the following information about the project:

- *Partners in the project*
 - *expenditure/costs and funding*
 - *project period*
 - *work plan*
- *list of existing IPRs (intellectual property rights), utilisation plan, terms of ownership and use of IPRs generated by the project*
- *project management*
- *confidentiality, dissemination of knowledge.*

b) General aspects on inventions

Before agreeing on the ownership of inventions, the Partners should inform themselves about the legal premises for gaining an effective position to grant any right on inventions made by their staff to their Partners. The Partners must exercise reasonable effort to bring themselves in the position to grant such rights.

The Partners should agree on procedures to inform each other timely on inventions and patent strategy. Methods to coordinate intellectual property rights (IPR) activities should be described (e.g. establishment of an IPR steering committee could be considered).

If a Partner waives IPR relevant to the project, the interest of the other Partners should be considered.

The Partners may additionally agree that inventions arising from the joint research project must first be offered for a

reasonable period of time to the other Partners for use (right to primary negotiation).

c) *Ownership of inventions*

Fair rules on ownership and use should be applied, reflecting the following principles:

- (1) If an invention arises in a joint research project, it should be the property of the Partner creating it, i.e. whose staff has provided the special achievement leading to the invention. This Partner shall initiate the necessary steps for patent protection.*
- (2) If staff members of several Partners are involved in an invention (joint invention), joint ownership should apply. The shares of ownership should reflect the contribution to the inventive achievement. The Partners involved should agree in good faith on the modalities of patent protection to the benefit of all owners.*
- (3) Instead of joint ownership it is possible to exchange rights as well as an additional remuneration, or grant options for the use of rights to results on generally accepted market conditions.*
- (4) In assessing the compensation for use, the holders of rights should take those contributions by the Partners into consideration which are to be regarded as a necessary, but not sufficient prerequisite for the invention. Such contributions should be adequately taken into consideration in the assessment of licence fees, e.g. by a significant deduction in comparison to those not involved, which – in particularly justified cases – may even lead to an extensive renunciation of licence fees.*

This is analogously applicable to joint inventions.

- (5) Project Partners that are not involved in the inventive achievement should be able to acquire licences for use outside the project. A participation in the project as such does not justify any claim for the use free of charge beyond the project. Licensing by the holders of rights should take place on generally accepted market conditions, to be agreed upon prior to an intended use.*
- (6) The Partners should be aware that – despite of all these regulations – some points cannot be regulated in the cooperation agreement (e.g. whose staff has provided the special achievement; which contributions are adequate). Therefore the Partners should agree on arbitration proceedings aimed at an amicable settlement in the event of disputes about patent issues.*
- (7) In the case of joint R&D projects, in which a public or scientific institution or public supported body is involved in addition to a private company, economically imbalanced contributions must be carefully evaluated with a view to No. 2.4 of the Community frame of the European Commission for R&D aids granted by states; the result of such an evaluation has to be documented.*

d) *Confidentiality, Knowledge*

The Partners must agree on confidentiality and the dissemination of knowledge. It is especially important to agree on how to make knowledge accessible to each other, in a manner that project objectives can best be obtained. Procedures and rules of disseminating knowledge should be agreed upon prior to the start of the project. The Partners should respect each other's secrets in commerce and should maintain adequate procedures to protect any confidential information of the Partners, which was made accessible to them.

e) *Applicable law, jurisdiction*

If Partners from different countries are involved in the joint project, the Partners should agree upon which law should be applicable and where jurisdiction should be in matters not subjected to regulations by the funding agreement signed with the national funding agency.

(b) In addition to the cooperation agreement, details of cooperation are to be laid down by the Partners of the joint project in a written **Utilisation Plan** (“Verwertungsplan”) that should contain regulations with a balanced distribution of rights and duties for the use and exploitation of knowledge and results among the Partners (for information & format see the box below).

Prospects for commercial success

Please describe the prospects for success which positive results may have in the short, medium and long term (time horizon), particularly with regard to potential markets (products/systems) and other uses. The following aspects should be considered for example:

- Interlinkage between research and production strategies
- Benefit to various groups of users/industries in Germany (including listing)
- Prospects for commercial application and transfer

Please comment on the prospects for commercial application and transfer (e.g. describing the market potential) as appropriate. This includes, for example, comments on clear functional/commercial advantages of the chosen approach over rival approaches until the expected market launch.

Prospects for scientific and/or technical success

Leaving aside the commercial aspect, please describe the prospects for scientific and/or technical success (with time horizon) – *inter alia* how the envisaged results can be used in other ways (e.g. in public work, databases, networks, transfer offices, etc.). Any cooperation with other institutions, firms, networks, research agencies etc. should be included.

Prospects for scientific and commercial follow-up

Please indicate who will/should be responsible for the next phase and/or the next innovative steps towards successful application of any positive project results and what approach is to be chosen. Reference may, for example, be made to the results of

- Basic research: Science-industry collaborations
- Applied research: Exploitation e.g. of specific product developments for use across industrial sectors
- Development: Commercialisation and market launch

Overall Utilisation Plan

Area	Time Horizon	Planned Utilisation
Prospects for commercial success		
Prospects for scientific and/or technical success		
Prospects for scientific and commercial follow-up		

9. Other requirement***For German applicants:***

In their own interest, applicants should familiarise themselves with the EU's Research Framework Programme in the context of the envisaged project. They should check whether the planned project includes specific European components which make it eligible for exclusive EU funding. Furthermore, they should check whether an additional application for supplementary funding can be submitted to the EU for the proposed national project. The results of these enquiries should be described briefly in the national project application.

10. Type, scope and rates of funding

Funding is provided in the form of non-repayable grants or soft loan (only in case of Indian private industry) amounting about **€ 400,000** per project from both sides, for a period of up to three years, to cover costs for staff and other costs. The entire project funding would be provided under the umbrella of Indo-German S&T Centre (IGSTC). Financial support for the Indian component would be released by IGSTC in India directly and financial support for the German component would be released through IB-BMBF in Germany.

For German applicants:

Grants for commercial companies are calculated on the basis of the project-related costs eligible for funding, up to 50% of which can as a rule be covered by grants, depending on the project's orientation towards application. The BMBF's policy requires the applicants to make an appropriate contribution – at least 50%, as a rule – towards the eligible costs incurred.

Grants for universities, research establishments and similar institutions are calculated on the basis of the eligible project-related expenditure [or, in the case of the Helmholtz centres and the Fraunhofer Gesellschaft (FhG), on the basis of the eligible project-related costs] which can be funded by a maximum of 100%.

The European Commission's Community Framework for State Aid for Research and Development must be taken into account when determining the rates of funding from German side.

For Indian applicants:

The private company is required to make an appropriate contribution – at least 50%, as a rule – towards the eligible project costs. Remaining funding up to 50% of the projected cost can be supported as a soft loan (on prevailing terms and conditions), depending on the project's orientation towards application.

Grants for universities, research establishments and similar institutions are calculated on the basis of the eligible project-related expenditure which can be funded by a maximum of 100%.

11. Rates for travel and research visits:

IGSTC through IB-BMBF will provide financial support to cover the travel expenses incurred by German project partners travelling to India (transportation to the airport, flights and visa fees) and the cost of room and board of Indian project partners visiting Germany (per diem). IGSTC will provide financial support to cover the travel expenses incurred by Indian project partners travelling to Germany (transportation to the airport, flights and visa fees) and the costs of room and board of German project partners visiting India (per diem).

The following per diem allowances apply:

- In India: Rs 1500/- per day plus accommodation for visits up to 21 days duration and Rs 1000/- per day for each additional days beyond 21 days plus accommodation.

- In Germany: €104 per day (1 to 22 days); 2300 € per month in case the visit is beyond 22 days; in the case of free accommodation: €26 per day.

Any other costs that may arise must be borne by the applicants themselves.

12. Other terms and conditions for the award of grants

For German applicants:

The *Nebenbestimmungen für Zuwendungen auf Kostenbasis des BMBF an Unternehmen der gewerblichen Wirtschaft für Forschungs- und Entwicklungsvorhaben* (Auxiliary Terms and Conditions for Funds Provided by the BMBF to Commercial Companies for Research and Development Projects on a Cost Basis – NKBF 98) will be part of the funding contract for grants on a cost basis. The *Allgemeine Nebenbestimmungen für Zuwendungen zur Projektförderung* (General Auxiliary Conditions for Grants Provided for Projects on an Expenditure Basis – ANBest-P) and the *Besondere Nebenbestimmungen für Zuwendungen des BMBF zur Projektförderung auf Ausgabenbasis* (Special Auxiliary Terms and Conditions for Funds Provided by the BMBF for the Promotion of Projects on Expenditure Basis – BNBest-BMBF 98) will form part of funding contract of grants on an expenditure basis.

13. Procedure

It is recommended that Indian applicants contact IGSTC Secretariat in India prior to submitting the application if they require any further information or specialised advice. The contact address is

Director
Indo-German S&T Centre (IGSTC)
Plot No. 102, Institutional Area
Sector 44, Gurgaon – 122003
India
Ph : +91 (0) 124 4929400
Fax : +91 (0) 124 4929411
Email: info@igstc.org or igstc.call@gmail.com

It is recommended that German applicants contact the IB-BMBF prior to submitting the application if they require any further information or specialised advice. The contact address is

Ms. Verena Mueller
International Bureau of the BMBF (IB-BMBF),
c/o German Aerospace Center (DLR)
Heinrich-Konen-Str. 1, D-53227 Bonn
Ph: +49 (0) 228 3821462
Fax: +49 (0) 228 3821444, Email : verena.mueller@dlr.de

14. Submission of Proposals

The soft copy of the project proposal as per the application form (in a SINGLE file in ms-word or PDF format only, please do not send any scanned page) may be sent to IGSTC at info@igstc.org or igstc.call@gmail.com with a copy to IB–BMBF in Germany at verena.mueller@dlr.de. Similarly hard copy may be sent by post to IGSTC Secretariat in India.

Research proposals must be submitted no later than **31 October 2011** (postmark). The submission deadline is not a cut-off deadline. However, it may prove impossible to consider project proposals received after this date.

No legal claims can be derived from the submission of a proposal.

All proposals received are peer reviewed by a common scientific board (German and Indian experts from scientific community and industry). The applicants will be informed in writing about the results of the evaluation.

For German applicants: Applicants, whose project outlines have received a positive evaluation will be invited -within 6 weeks- to submit a (formal) application for funding. The electronic application system “easy” (the use of AZK and AZA is strongly recommended; <http://www.kp.dlr.de/profi/easy/formular.html>) should be used wherever possible to write formal applications.

Project funding is expected to start on January 2012.

15. Entry into force

These funding regulations will enter into force on the day of their publication in the Federal Gazette (*Bundesanzeiger*) and the IGSTC website.