

Affidavit



Indian-Non Judicial Stamp Haryana Government



३: 15/07/2019

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(Rs. Zero Only)

Deponent

Name : Thsti

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Faridabad

District : Faridabad

State : Haryana

Phone : 95*****82



Purpose : Agreement to be submitted at Agreement

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Memorandum of Understanding (MoU)

This Memorandum of Understanding (hereinafter the "MoU") is made on this 2nd day of July, 2019 (the "Effective Date")

BY and BETWEEN:

Translational Health Science and Technology Institute, an autonomous institute of the Department of Biotechnology, Ministry of Science and Technology, Government of India, having its registered office in/at NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurugram Expressway, Post Box #04, Faridabad-121001, Haryana, India and represented by its Executive Director, Dr. Gagandeep Kang, which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives, successors and assigns etc., herein after referred to and called as "THSTI", PARTY OF THE FIRST PART;

AND

Mangalore University (MU), having its office in/at Mangalagangothri-574199, Mangalore, Karnataka, INDIA and represented by its Registrar which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives, successors and assigns etc., herein after referred to and called as "MU", the PARTY OF THE SECOND PART.

WHEREAS, "THSTI" & "MU" are individually referred as "Party" and jointly referred as "Parties";

WHEREAS, "THSTI" and "MU" has intention to collaborate for a project entitled "Structure-based designing of Novel Sirt-1 modulators" (hereinafter called "the Project");

AND WHEREAS, the parties by this MoU desire to establish common framework to facilitate in terms of exchange of information, material, to carry out research and to execute such other agreements as may be necessary for the Project.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Subject Matter of Cooperation

Aspects related to the Project entitled "Structure-based designing of Novel Sirt-1 modulators" with the objective to identify and validate novel molecules which can specifically inhibit Sirt-1 and can be used for the treatment of Metabolic disorder and cancer.

2. Definitions

- a. "Know-how" shall mean all pre-existing know-how of the parties concerning the subject matter of cooperation as provided in the Exhibit-A attached hereto;
- b. "Project IP" shall mean all data, material, inventions, innovations, processes, technologies and end products that are outcomes of the Project excluding the pre-existing Know-how;
- c. "Publication" shall mean disclosure of work results including lecture and papers arising out of the Project at workshops or conferences.

3. Work programmes of the parties

- a. Parties shall together constitute the collaborators to above Project, primarily due to the desire to share their expertise.
- b. Parties shall jointly,
 - (i) Design potential candidate compounds;
 - (ii) Perform docking studies to evaluate predictable binding affinity between potential candidate compounds;
 - (iii) Decide the threshold acceptable level for high-affinity binders before synthesis; and
 - (iv) Active compound optimization.
- c. MU shall on its own expense,
 - (i) Synthesize the potential candidate compounds identified; and
 - (ii) Transfer possession of the potential candidate compounds under suitable conditions to THSTI.
- d. THSTI shall on its own expense,
 - (i) Design the active compounds

(ii) Perform efficacy studies on the potential candidate compounds received as per mutually decided protocol;

(iii) Perform ex vivo toxicity studies on the potential candidate compounds as per mutually decided protocol

(iv) Performed the extensive molecular dynamics simulation studies to understand the possible mechanism of inhibition of identified active compounds.

(v) Computational modelling studies are carried out to explore the selectivity of the compounds

4. Sharing of resources

a. The Parties shall share the required resources to further the Project objective in terms of this MoU.

b. The Project shall be carried out at THSTI and MU.

5. Right of use

a. Provider shall grant Recipient fully paid, non-exclusive, royalty-free license to use the Material solely for execution of the Project to its fullest extent.

b. Provider shall have sole ownership of the material transferred

6. Confidentiality

a. During the tenure of the MoU, the Parties undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project (hereinafter the "Confidential Information") for any purpose other than in accordance with this MoU. It shall be the responsibility of the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project.

b. Confidentiality Obligation under Clause 6(a) shall survive termination or expiration of this MoU and shall remain effective for next 7 years.

c. The Parties shall not have any obligation of confidentiality with respect to any information that:

i. is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or

ii. was already in possession of the recipient prior to receipt from the disclosing party; or

iii. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or

iv. was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or

v. is required by public authority, by law or decree.

7. Ownership of Data and Material

- a. THSTI shall be the sole owner of data and material generated under the Project.
- b. THSTI on its sole discretion may provide inventor-ship and authorship to the personnel from MU working under this MoU.
- c. In case personnel of MU has been given authorship credit, THSTI shall have sole discretion in deciding order of authors in the scientific publications arising out of Project data.

8. Force Majeure

The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotion, etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

9. Validity and Termination

- a. The MoU shall be effective from the date of its signing by all the Parties. The MoU shall be valid for 5 years.
- b. The Parties may renew/terminate/amend this MoU in writing by mutual agreement.
- c. Either of the signing party may express its intent to terminate the agreement with a prior notice of at least 3 months. During such notice period, both the parties discuss and agree upon the modalities of terminating the same including decisions on the fate of data or material arising out of the Project

10. Non-transferability

Rights and Duties in this MoU cannot be transferred to a third party either in whole or in part in absence of mutual consent between the Parties.

11. Project Coordination

A 'Coordinating Committee' for monitoring activities under the Project may be constituted comprising representatives of the parties.

12. Dispute Resolution and Governance

The parties agree to use reasonable endeavours to amicably settle any dispute arising among them in relation to the execution of the Project. If the dispute remains unresolved for next 90 days of dispute, it shall be referred to arbitration proceedings as per the Arbitration and Conciliation Act 1996 and amendments thereof. The seat of arbitration shall be in the locality to which the subject matter of the dispute relates more closely.

13. Governing Law

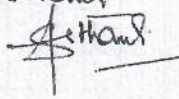
The MoU shall be governed by the Laws of India.

14. Notices

Notices shall be sent to the contact person at the address as set forth below or such address as any party shall have furnished to the parties.

IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this MoU on the day, month and year mentioned hereinbefore.

Witness-1 Dr. S. Asthana




DR. S. ASTHANA
CHIEF EXECUTIVE OFFICER

TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY INSTITUTE
(AN AUTONOMOUS INSTITUTE OF THE DEPT. OF BIOTECHNOLOGY, GOVT. OF HARYANA)
NCR BIOTECH SCIENCE CLUSTER, NEAR 3RD MILE STONE,
GURGAON-FARIDABAD ROAD, FARIDABAD-121004, HARYANA, INDIA

Witness-2

Dr. Boja Poojary



Dr. BOJA POOJARY M.Sc., Ph.D
Professor,
Department Of Chemistry
Mangalore University
Mangalagangothri - 574 199

FOR AND ON BEHALF OF "IHSIT"



एच. वी. सेंटो / M. V. Santo
प्रधान - प्रशासन / Head - Administration
ट्रांसलेशनल हेल्थ साइंस एंड टेक्नॉलॉजी संस्थान
(एन ऑटोनॉमस इन्स्टीट्यूट ऑफ द डीप्ट. ऑफ बायोटेक्नॉलॉजी, गवर्नमेंट ऑफ हारियाणा)
NCR BIOTECH SCIENCE CLUSTER, NEAR 3RD MILE STONE, FARIDABAD-121004, HARYANA, INDIA

Name: M. V. Santo
Designation: Head Administration

FOR AND ON BEHALF OF "MU"



Name: Prof. A. M. Khan
Designation: Registrar

Mangalore University
Mangalagangothri - 574199