

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT,
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI, INDIA
AND
ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA, USA

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into force on the date of the last authorized signature below (the "Effective Date") between **CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY ("SIST CDDD")** situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119, India, represented by the Vice Chancellor; AND **ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA ("UNIVERSITY")**, situated at 888 N. Euclid Ave., Rm 515, Tucson, Arizona 85719-4824, USA, represented by Mark Drury; individually, a "Party" and collectively, the "Parties."

Preamble:

Whereas SIST-CDDD is hosting basic and applied research having impact on human health. There are four major divisions in the drug discovery facility. Specific goals of each division are as follows:

- **Bioprospecting:** Developing in-house microbial consortium through exploring natural resources such as microbes, especially Actinobacteria and lactic acid bacteria, plants and marine organisms from rare ecosystems for New Chemical Entities (NCEs).
- **Bioactivity:** Screening extracts and purified compounds from selected resources for antimicrobial activities including anti TB and anti-HIV activities, however not limited to such individual screenings.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds, to study the metabolites profile of natural extract libraries for dereplication and to synthesize their derivatives.
- **Proteomics and Genomics:** Exploration of microbial genomes and proteomic analysis to determine the taxonomic diversity by molecular analysis of their genomes.

SIST-CDDD has the expertise and facilities, including the sophisticated Common Instrumentation Facility and fully functional Animal house that facilitate advanced stages of research in applied and medical science.

Whereas, the University of Arizona, specifically through Dr. Sadhana Ravishankar's laboratory in the School of Animal and Comparative Biomedical Sciences, focuses on researching practical solutions towards a significant reduction in human foodborne illnesses by improving the safety of foods. Emphasis is on natural products and processes for the food industry in order to provide safe and wholesome foods for the consumer, including microbiology testing services, molecular and biochemical testing, shelf-life testing, product evaluation and process validation. The two major research areas are: understanding the survival of foodborne pathogens in production environments; and controlling them using natural ways.

Scope of Work and Responsibilities:

Both Parties agree to contribute relevant resources and strengths pursuant to their commitment and in furtherance of objectives of this MOU. The two Parties, after considering their objectives and strengths, have agreed to have an understanding for collaboration in the following areas of interest:

- Collaborate in the evaluation of plant and microbial extracts for antimicrobial properties against foodborne pathogenic bacteria.
- The above areas of research are not restricted but decided mutually upon, based on the necessity of the goals of the project and the expertise of the Parties. The research areas will cover the scope and objectives of the Parties and the Parties can explore the possibilities of research in these areas.
- Submit collaborative proposals of mutual interest for execution in both institutions as needed.
- Technical consultancy activities of mutual interest.
- Extend access to library and knowledge sharing facilities mutually for both students and faculties in both institutions.
- Extend the instrumentation facility mutually for both researchers and faculty in both the institutions to carry out collaborative research.

- Organizing and participating in Joint Symposia / Conferences / Workshops / Short-term Refresher courses conducted by both institutions.
- Exchange faculty for guest lectures.
- Publish papers and generate IPR to benefit both institutions.
- There will be no financial commitment to either of the Parties, and expenses of any sort will be borne by the respective Parties on mutual consensus.

Confidentiality and IPR-Protection

Both Parties hereunder agree that any information disclosed by one Party to the other shall be maintained as "Confidential Information" when such information is: (a) (if disclosed in written, electronic or other tangible form) is conspicuously marked as "confidential," or other similar designation; or (b) (if disclosed in oral or visual form or observed while on the premises of the disclosing Party), is identified in writing as confidential at the time of disclosure or within thirty (30) days of such disclosure. Confidential Information will be disclosed only to those persons in the recipient Party's organization that have a need to know for purposes of this MOU. All Confidential Information will be kept in confidence for the duration of this MOU and for a period of three (3) years after termination or expiration of this MOU. Confidential Information does not include information that: (a) at the time of the disclosure, is generally available to the public or thereafter becomes generally available to the public through no act or omission of the receiving Party; (b) is developed by the receiving Party independently of and without use of or access to the Confidential Information; (c) is disclosed to the receiving Party by a third-party who has a right to make such disclosure; (d) was already in the receiving Party's rightful possession prior to the time of receipt from the disclosing Party, as evidenced by the receiving Party's written records; or (e) is required to be disclosed to a third-party by applicable laws or court actions.

The obligations that are created under this MOU on either Party as well as through subsequent relevant agreements on either Party shall be duly discharged during the term of the MOU and agreement and after their expiry/termination.

Neither Party shall file any application for seeking intellectual property rights (IPR) solely in its own name or in the name of its associates or any other person(s) when such application uses information resulting directly from research conducted by both Parties under this MOU.

However, the Parties may jointly seek IPR as mutually agreed on a case-by-case basis. Nothing herein shall prevent a Party from seeking IPR in information either: without contributions from the other Party; or created outside the scope of this MOU.

The extent of ownership shall be determined upon the relative intellectual inputs made by the Parties. The right to negotiate, execute and administer any agreement covering IPR, including management of expenditures incurred and to be incurred for seeking and maintaining IPR shall be as dictated in separate inter-institutional agreements executed between the Parties.

Publication

Publications, if any, in respect of the activity under this MOU shall be in the names of involved personnel from both Parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by SIST-CDDD and UNIVERSITY under this MOU between the Parties.

Duration

This Memorandum of Understanding shall be valid for a period of three (3) years from the Effective Date of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon in writing.

Termination

Notwithstanding the duration above, this MOU may be terminated by either Party by giving three (3) months' notice in writing to the other Party. Either of the Parties shall honor, within a mutually agreed period, the outstanding commitments, if any, as on the date of termination. This MOU may be terminated at UNIVERSITY for lack of funding appropriated by the State of Arizona legislature. This MOU is also subject to cancelation for conflicts of interest on the part of individuals negotiating agreements on behalf of the State of Arizona, in accordance with A.R.S. § 38-511.

Notices

All notices and other communications required to be served on SIST-CDDD under the terms of this MOU, shall be considered to be duly served, if the same is delivered at or posted by

email or registered mail to the SIST-CDDD at its office at Sathyabama Institute of Science and Technology, Jeppiar Nagar, Chennai-600119. Similarly, any notice to be given to the UNIVERSITY shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the UNIVERSITY OF ARIZONA, Sponsored Projects, 888 N. Euclid Ave., Rm. 515, Tucson, AZ 85719-4824, USA.

Arbitration

In the event of a dispute or difference between the Parties hereto, such differences should be resolved amicably by mutual consultation.

Modification

No modification to this MOU shall be binding unless made in writing and signed by both Parties.

Compliance

Each party agrees to be bound by their applicable rules governing equal employment opportunity, nondiscrimination and immigration.

Force Majeure

Any of the Parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, fire, acts of God or other causes beyond control of the Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this, the Memorandum of Understanding the date of the last signature below.

<u>For and on behalf of</u> Centre for Drug Discovery and Development (CDDD-SIST)	<u>For and on behalf of</u> Arizona Board of Regents on behalf of the University of Arizona
	
Name: Dr. Wilson Aruni	Name: Stephen G. Harsy
Title: Pro Vice Chancellor	Title:
Date:	Date: 2021.03.24 15:48:08 -07'00' 2021.001.20145

Dr. A. WILSON ARUNI, Ph.D., FAMPV.
PRO-VICE CHANCELLOR
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