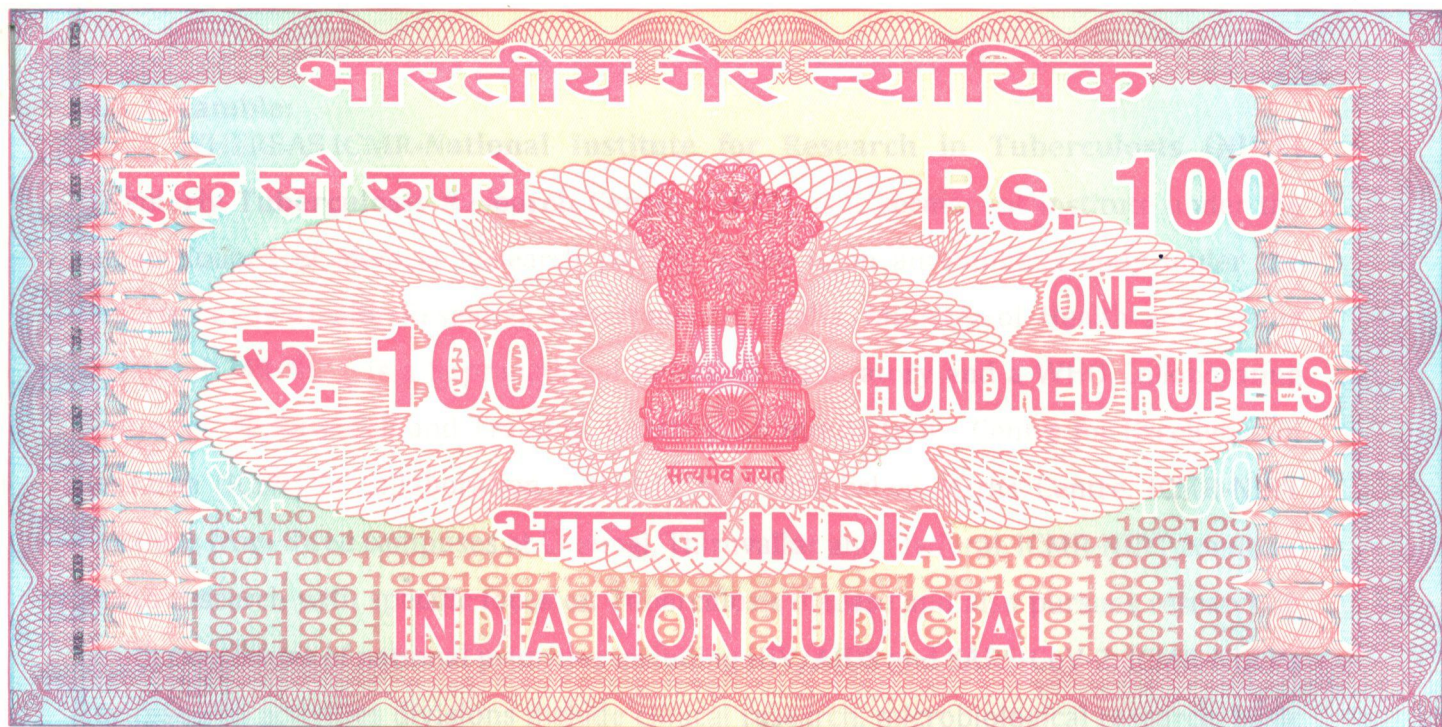




தமிழ்நாடு தமில்நாடு TAMILNADU

CD 193819

10 APR 2021

Sathyabama Institute of  
Science and Technology

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Sholinganallur, Chennai-119.

### MEMORANDUM OF UNDERSTANDING

M.1.1 This MEMORANDUM OF UNDERSTANDING (MoU) is made and entered into this- 15<sup>th</sup> day April, 2021 between ICMR-NATIONAL INSTITUTE FOR RESEARCH IN TUBERCULOSIS (INDIAN COUNCIL OF MEDICAL RESEARCH)-600 031 represented by its **Director** hereinafter referred to as 'NIRT' which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns of the First part,

And

M.1.2 CENTRE FOR DRUG DISCOVERY AND DEVELOPMENT, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY(A Deemed to be University) situated at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai-600119 represented by its **Pro Vice Chancellor** herein after referred to as 'SIST-CDDD' which expression shall, where the context so admits, mean and include its successors, representatives and permitted assigns of the other part.

## **M.2. Preamble:**

**M.2.1. WHEREAS ICMR-National Institute for Research in Tuberculosis (NIRT) [Formerly Tuberculosis Research Centre (TRC)],** is a permanent institute under the Indian Council of Medical Research (ICMR) which is an autonomous body under the Department of Health Research, Government of India, Ministry of Health and Family Welfare. ICMR-NIRT is a Supranational Reference Laboratory and a WHO Collaborating Centre for TB Research and Training. Recently, an International Centre for Excellence in Research (ICER) in collaboration with NIH was established at the Centre. ICMR-NIRT functions from three campuses at Chennai, Thiruvallur and Madurai. ICMR-NIRT conducts health research with specific focus on Tuberculosis disease and also pursues research in health care issues of national priorities including HIV/AIDS and SARS-CoV-2. ICMR-NIRT's key research activities divisions include clinical research, microbiological research, basic science research, epidemiological research, health economics, Health Technology Assessment and socio behavioral research. ICMR-NIRT conducts program evaluations, economic evaluations, operational research in broad interdisciplinary areas related to Tuberculosis and other diseases of priorities.

The basic concepts that underpin the globally implemented DOTS strategy were evolved at the Centre through a series of trials. The first controlled clinical trial, which established unequivocally the value of outpatient treatment for pulmonary TB received world-wide acclaim as the classic "Madras Study". The Centre evolved supervised intermittent chemotherapy especially for urban areas and large cities subsequently. Later, treatment for approximately 6 months with powerful drugs has been shown to be equally effective and these regimens were evaluated under field conditions. So far, 35 Randomized Controlled Clinical Trials for treatment of both Pulmonary and Extra pulmonary TB (including TB spine, TB meningitis, TB lymphadenitis) have been carried out at TRC in collaboration with various medical college hospitals and non-profitable organizations in Madras city. Although the main aim of the studies is to evolve inexpensive, effective and practicable methods of treatment for TB patients in India, the logical sequence of the investigations undertaken, complemented by appropriate laboratory investigations, has resulted in immense knowledge on the principles of chemotherapy and bacteriology of tuberculosis.

The Institute is also recognized for post-graduate training leading to the Ph.D. degrees in bacteriology, biochemistry, immunology and statistics by the University of Madras. It is

also a training centre for WHO fellows, as well as medical undergraduates and post-graduates of the University of Madras and of the neighboring states.

The fight against tuberculosis continues relentlessly and the last word has not been said so far. It is expected that the efforts of the Institute would continue to throw light on the changing principles of chemotherapy and allied aspects of tuberculosis such as immunology. The momentum of research is kept up and the quality of scientific work is preserved.

M.2.2 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:** 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.
- **Medicinal Chemistry:** Purification, characterization and elucidation of the structure and novelty of the active compounds.
- **Proteomics and Genomics:** Exploration of microbial genomes and validation of the findings by proteomic analysis. .

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.

### M.3. Scope of Work and Responsibilities:

M.3.1 Both parties agree to contribute relevant resources and strengths pursuant to its commitment and in furtherance of objectives of this MOU. The two Institutes after considering their objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest:

- Collaborate in anti TB screening of microbial/plant /marine organism extracts and molecules, nanomaterials at both NIRT & SIST-CDDD by adopting various assays against standard and drug resistant *M. tuberculosis* strains
- The above areas of research are not restricted but decided mutually based on the necessity and expertise utilization. The research areas will cover the scope and

objectives of the parties and the parties can explore the possibilities of research in these areas.

- Write joint research proposals for collaborative research and generating funds to both the institutes;

Any other professional and scientific collaboration with mutual consent.

M.3.2. Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual discussion in respect of each specific project under this MoU separately.

M.3.3. A four Member Steering Committee shall be constituted with two members each nominated by NIRT and SIST-CDDD to identify and co-ordinate the specific areas/activities under this MoU and finalize the terms and conditions thereof.

#### **M.4. Confidentiality and IPR-Protection**

M.4.1 Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization that has a need to know for purposes authorized by the relevant agreement. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know the basis for the execution of the work.

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.

M.4.2 Both parties shall not file any application for seeking intellectual property rights (IPR) in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MoU. However, they can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis.

M.4.3. Intellectual property generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee.

#### **M.5 Publication**

M.5.1 Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties. In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by NIRT and SIST-CDDD under this MoU between the parties.

#### **M.6 Duration**

This Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same and thereafter can be renewed for further periods subject to such other terms and conditions as may be mutually agreed upon.

#### **M.7 Termination**

Notwithstanding clause 6, this MoU may be terminated by either party by giving three 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.

#### **M.8 Notices**

M.8.1 All notices and other communications required to be served on NIRT under the terms and this MoU, shall be considered to be duly served, if the same is delivered at or posted by email or registered mail to the NIRT at its office in No.1, Mayor Sathiyamoorthy Road,

Chetpet, Chennai - 600 031, Tamil Nadu. Similarly, any notice to be given to the SIST-CDDD shall be considered as duly served, if the same is delivered at or posted by email or registered mail to the CDDD, Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Chennai-600119.

#### **M.9 Arbitration**

9.1 In the event of any dispute or difference between the parties hereto, such differences shall be resolved amicably by mutual consultation. Where it could not be resolved so, then it shall be referred to arbitration of two Arbitrators, one to be appointed by each party to

the dispute and in case of difference of opinion between the said two Arbitrators, then to an umpire appointed by the said two Arbitrators. The decision of the said Arbitrators or Umpire as the case may be shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators or umpire and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996.

#### M.10 Jurisdiction

All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu only.

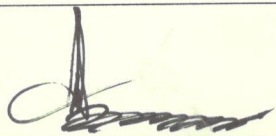
#### M.11 Modification

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

#### M.12 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.

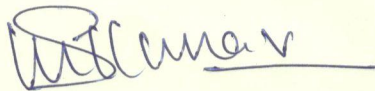
IN WITNESS WHEREOF, the parties hereto have signed this, the Memorandum of Understanding on 15<sup>th</sup> April, Two Thousand and Twenty one.

| <u>For and on behalf of</u><br><b>Centre for Drug Discovery and Development<br/>(CDDD)</b>                                                                   | <u>For and on behalf of</u><br><b>ICMR-National Institute for Research in<br/>Tuberculosis (NIRT)</b>                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                           |                                                                  |
| <b>Dr. Wilson Aruni</b><br>Pro Vice Chancellor<br>Sathyabama Institute of Science & Technology<br>Rajiv Gandhi Road,<br>Chennai - 600 119, Tamil Nadu, INDIA | <b>Dr. C. Padmapriyadarsini</b><br>Director<br>ICMR-National Institute for Research in<br>Tuberculosis (NIRT)<br>Chennai - 600 031. Tamil Nadu, INDIA |

Witnesses (Name & Address)

  
Dr. JERRINE JOSEPH  
SCIENTIST D & CENTRE INCHARGE  
DRUG DISCOVERY & DEVELOPMENT

Witnesses (Name & Address)

  
Dr. S. SWAKUMAR  
Scientist