

MEMORANDUM OF UNDERSTANDING (MOU)

BY



प्लाज़्मा अनुसंधान संस्थान
Institute for Plasma Research

INSTITUTE FOR PLASMA RESEARCH (IPR)

Gandhinagar (Gujarat)

AND



C-CAMP

Centre for Cellular and Molecular Platforms



CENTRE FOR CELLULAR AND MOLECULAR PLATFORMS (CCAMP)

Bengaluru, Karnataka

FOR

Improving, developing and translating different plasma-enabled technologies developed at IPR for applications in life-sciences

JANUARY 2021

EFFECTIVE DATE: This MOU is executed on **07/January/2021** between

PARTY 1: Institute for Plasma Research, (a grant-in-aid Institute of Department of Atomic Energy, Government of India) having its registered office at Bhat village, Near Indira Bridge, Gandhinagar – 382428, Gujarat, India and acting through its Facilitation Centre for Industrial Plasma Technologies located at A-10/B, GIDC Electronics Estate, Sector 25, Gandhinagar – 382016, Gujarat, India; (Hereinafter referred as “**IPR**”)

PARTY 2: Centre for Cellular and Molecular Platforms, (An initiative of Department of Biotechnology, Government of India), located at GKVK Campus, Bellary Road, Bangalore-560065, Karnataka, India (part of the Bangalore Life Science Cluster); (Hereinafter referred as “**C-CAMP**”)

Whereas, both IPR and C-CAMP will be jointly referred to as “**PARTIES**” and individually referred to as “**PARTY**”;

Whereas, “The **IPR** has developed proof of concept with regard to different plasma-enabled technologies in the form of working experiments/devices, which could have potential applications in life sciences and seeks to further translate these into innovative commercial solutions for society”;

Whereas “**C-CAMP** is the leading bio-innovation hub in India for supporting researchers and fostering innovations. Through its Discovery to Innovation Accelerator (DIA) program, C-CAMP is pursuing active translation of basic science discoveries from academic sector into impactful innovations useful for society, and is always looking to collaborate with more Indian academic organizations for this purpose.”

Whereas “**IPR & C-CAMP** wish to collaborate on further improving, developing and translating different plasma-enabled technologies developed at IPR into innovations with potential applications in life-sciences and beyond, in areas such as human and animal health-care, agriculture, and environment”

Whereas, “As a part of the **Discovery to Innovation Accelerator (DIA) program**, **C-CAMP** has agreed to collaborate and carry out necessary Research and Development (R&D) steps related to validation of the technology and to translate different plasma-enabled technologies From IPR, thereby assisting in creation of industry-ready innovations. This would involve translational lab-work and optimizations, industry connect, and commercial transfer.”

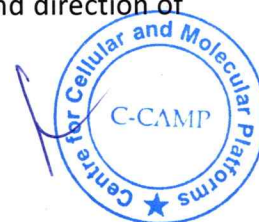
As per the schedule and terms agreed mutually, now thereof the **PARTIES** enter into this MoU:

1. OBJECTIVE:

The purpose of this MoU is to “Enable a collaboration between Centre for Cellular and Molecular Platforms (C-CAMP) and Institute for Plasma Research (IPR) to enable the translation and commercialization of societally relevant technologies from IPR”.

2. METHODOLOGY:

a) This will be an umbrella agreement/MoU wherein the overall objective and direction of



Amg

the collaboration is defined. Subsequently, after interactions, specific task agreements/activities involved along with relevant details for each project, which will be chosen for translation and technology transfer/commercialization, will be set forth in the form of a Research Project Specification (to be added as and when required) and will be considered as an addendum to this agreement and will be implemented under this MoU.

- b) Both IPR and C-CAMP will undertake rigorous discussions and interactions, and will identify societally relevant technologies developed by IPR which can be translated to commercializable technologies in the field of life-sciences and beyond
- c) Both PARTIES will work out the detailed plan on the translation activities involved to convert a lab scale product or knowledge (of above identified technologies) into commercializable technologies such as but not limited to validation trials, product design to suit end application, statutory & regulatory approvals etc.
- d) Both PARTIES will sort out how to raise funds to execute the above proposed translational activities, which includes submission of project proposals to funding agencies
- e) Both PARTIES will attempt to pursue commercial deployment of the technologies

3. SCOPE OF WORK:

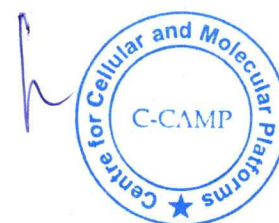
The scope of work shall include:

- **Identify societally relevant technologies developed by IPR** that could have high-impact potential applications in the field of life-sciences and beyond
- **Conceive the commercializable, market-friendly form of these technologies** that could be deployed in society
- **Assess the market and societal impact** of the chosen technology in their ready form
- **Identify the steps required** to convert the chosen technology into an innovative market-ready solution and create a blue-print for the translation process
- **Develop and iteratively modify technologies** based on translational inputs
- **Raise funds** for carrying out the necessary translational work, patenting and commercialization
- **Carry out the necessary translational work**, with guidance and mentorship from academic and industrial partners
- **Create and Secure** the Intellectual Property (IP) rights for the developed innovations
- **Commercialize** the technology to relevant industry and facilitate their deployment in society

4. ROLES & RESPONSIBILITIES:

Both PARTIES:

- a) Both PARTIES will work to **identify** high potential, high impact technologies from IPR, **conceive** their commercializable forms and **assess** their potential impact in life-sciences
- b) Both PARTIES will make diligent efforts to meet the roles and responsibilities in a timely manner. Both PARTIES will work jointly to **create and secure** Intellectual Property (IP) Rights for the developed innovations
- c) Both PARTIES will leverage their associated technology transfer machinery for accelerating **technology transfer/commercialization** of developed innovations.



Scope of IPR

- a) IPR will provide rights to develop and information on different plasma-enabled technologies to **C-CAMP** for the purpose of translation and commercialization.
- b) IPR will provide plasma technologies selected for translation, along with any help required with the necessary instrumentation.
- c) IPR will also help to subsequently **develop** and **iteratively modify** the given technologies based on translational inputs, and will continue to academically guide and help with the basic science involved in the execution, optimization and modification of these technologies at different stages of the research-translation process.

Scope of C-CAMP

- a) **C-CAMP** will **identify** and **carry out** all the translational steps including all the experiments, characterization, and analysis required for converting the lab-scale findings and utilities of different plasma-enabled technologies from IPR into innovative solutions that could be commercialized.
- b) **C-CAMP** will also look to attract investors, and interact with external experts, regulatory bodies, Government agencies and private organizations necessary for the translation and commercialization process.
- c) **C-CAMP** will also actively engage with industry, both local and global, throughout the translational process to further commercialize the technologies by leveraging the DAE and/or C-CAMP commercialization cell (to be decided by the two PARTIES based upon the requirement), and accelerate their deployment into society.

5. BUDGET:

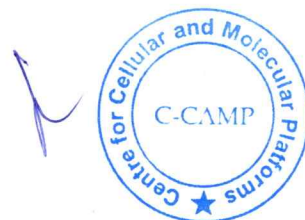
- a) Both PARTIES will work out budget involved for translation of each technology as identified under clause 2a of this MoU.
- b) No finances are involved under this agreement until the identification of each technology is done. Till then, both PARTIES will bear their own expenses.
- c) The budget for each identified technology will be as prepared and submitted to relevant funding agency and shall be valid as addendum to this agreement.

6. CONFIDENTIALITY:

All information under the MoU shared between the PARTIES shall be treated as confidential information and shall be subject to restrictions on disclosure other than for the purpose of this MoU.

The Recipient shall take the same degree of care as for its own information of like importance in safeguarding against the disclosure of Confidential Information received from the Discloser. The Recipient agrees not to make any use whatsoever at any time of such Confidential Information for any purpose except for the objectives intended to be achieved through this agreement.

Recipient shall promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information received from the Discloser and take reasonable steps to regain the possession of such Confidential Information and prevent further unauthorized actions or other breach of this Agreement.



The Receiving Party may disclose part of the Confidential Information with prior written consent of the Disclosing party to contractors/agents/consultants/employees engaged by the Receiving Party for execution of any relevant work, to the extent necessary to enable them to perform their duties, provided that the Receiving Party shall impose on such contractors/ agents/consultants/employees the same secrecy obligations as those stipulated in this Article

The confidentiality obligations shall survive even after the termination or expiration of this MoU. Confidential information shall not include:

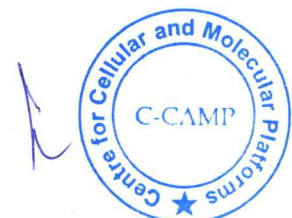
- a) information that is available in public domain;
- b) information already known to the receiving PARTY;
- c) information disclosed to the receiving PARTY by a third party not under obligation of confidentiality;
- d) Information developed by the receiving PARTY independent of the confidential information received under this MOU.

7. **PUBLICATION**

The IPR and C-CAMP shall consult in writing for any publication of the proposed project. Either PARTY can impose a delay if any Intellectual Property Right (IP Right) has to be captured, with any delay not exceeding 3 months. Each PARTY shall ensure due authorship is given to contributors from both PARTIES.

8. **INTELLECTUAL PROPERTY RIGHTS :**

- a) **“Intellectual Property”** means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software, first made or generated by such investors.
- b) **Background Intellectual Property:** The **“Intellectual Property Rights (IP Rights)”** for any background work already done and secured by IPR on any such technologies will stay with IPR. Similarly, any of background IP Rights of C-CAMP will stay with C-CAMP. Nothing in this MoU will change a PARTY’s ownership to its IP (background IP) which it brings to the Project. Any of the PARTY possesses rights in background intellectual property, that is, intellectual property not otherwise subjected to this MoU, which would be useful or essential to the practice or commercialization of the results of this MOU, should be disclosed. Except to the limited extent required to perform a PARTY’s obligations under this MoU, neither PARTY receives any right, title, or interest in or to any Research Materials provided to it by the other PARTY or any technology, works or inventions of the other PARTY that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- c) **Foreground Intellectual Property:** Any new **“Intellectual Property Rights (IP Rights)”** generated during the course of the project/s will be jointly owned by IPR and C-CAMP. This also includes any modifications, improvements, or discoveries relating to projects made jointly by both the PARTIES, which are identified by either of the PARTIES as potentially patentable or copyrightable subject matter, shall be jointly owned by IPR and C-CAMP, and would be subject to rights described in this document. The filing of such patent applications would be done through the DAE patent cell or through the patent cell at C-CAMP (to be decided by the two PARTIES based upon the requirement).



- d) **Patent Prosecution and Expenses:** The expenses for filing, prosecution, defense and maintenance of all foreground IP Rights for the Inventions will be jointly borne by IPR and C-CAMP.
- e) **Maintaining the Laboratory Notes:** Each PARTY agrees that research efforts will be well documented in the form a laboratory notes with accurate data disclosed for each experiments performed therein, during the course of this MOU.
- f) IPR will be free to discuss, pursue and exploit the knowhow and Background Intellectual Property held by it with other parties, and nothing herein shall hold IPR exploiting the IP Rights with other parties of any violation under law or under the obligations of this Agreement.
- g) Clause 6 of the MoU shall survive the termination/expiry of the MoU and the terms of the said clause shall be legally binding on the PARTIES, irrespective of the validity of the MoU.

9. **TERM AND TERMINATION:**

This MoU shall be valid for a period of **Five (05)** years from the Effective Date and can be terminated by a notice of six months by either PARTY. The termination of this MoU shall not affect any IP Rights accrued and related obligations arising under this MoU. The MoU may be amended or the term extended in writing, only by mutual consent and with the signatures of the Authorized Signatories of both PARTIES.

10. **INDEMNIFICATION:**

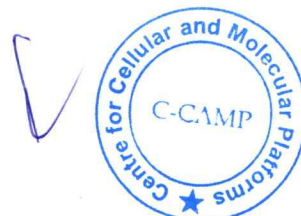
Receiving Party shall hold harmless and indemnify the Disclosing Party and keep it always indemnified for any loss incurred or suffered by the Disclosing Party arising out of a breach by the Receiving Party or its contractors/agents/consultants/employees of their obligations under this agreement.

Neither PARTY warrants that the use of Foreground IP or Background IP or other Confidential Information does not infringe third Party's rights or does not cause damage to third Parties.

Force Majeure: If the performance by a PARTY of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control or events such as acts of God, War, Flood, Earthquakes, Strikes, Lockouts etc., then the said PARTY will not be in breach of this Agreement because of delay in performance. However, if the delay in performance lasts more than 3 months, the other PARTY may terminate this Agreement with immediate effect by giving written notice to the PARTY whose performance is delayed or prevented.

11. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

Any disputes or differences between the PARTIES in relation to or arising under this agreement shall be resolved by mutual discussions by the undersigned. Minor dispute during execution of the project shall be subjected to resolution by **the undersigned**. However, in event of disputes or differences being not resolved through mutual discussions, the matter shall be resolved by a sole arbitrator mutually appointed as per the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enhancements thereof for the time being in force.



The validity, construction and obligations of this MOU shall be governed by the laws of India. The Courts in **Gandhinagar**, India shall have exclusive Jurisdiction to try all disputes arising out of this MoU, to the exclusion of all other Courts.

PARTY 1:

For and on behalf of Institute for Plasma Research (IPR), Gandhinagar, Gujarat

By: Arjun Kumar Chakraborty

Name: ARUN KUMAR CHAKRABORTY

Title: Sr. Purchase Committee Chairman

Dated: 07- JAN - 2021

Place: Gandhinagar

Seal:



Witnessed by: Alphonsa Joseph P

Name: Alphonsa Joseph P

Title: PSED-Head

Dated: 11-01-2021

PARTY 2:

For and on behalf of Centre for Cellular and Molecular Platforms (C-CAMP), Bengaluru, Karnataka

By: Wg Cdr (Retd) K F J...

Name: Wg Cdr (Retd) K F J...

Title: General Manager - Admin and F...
Centre for Cellular and Molecular Platfor...
CCMK, Bellary Road, Bangalore - 5...

Dated: 25 Jan 2021

Place:

Seal:



Witnessed by: Vishal Bhardwaj

Name: Vishal Bhardwaj

Title: Scientific Consultant, C-CAMP

Dated: 25-01-2021

Addendum

Research Project Specification - NNN

Upon execution by the PARTIES below, the Activity specified herein shall be awarded and performed in accordance with the “**Memorandum of Understanding (MoU)**” effective **21/August/2020** (which is incorporated herein in its entirety) between **Institute of Plasma Research (IPR)** and **Centre for Cellular and Molecular Platforms (C-CAMP)**.

The Research Project Specifications shall include the following information:

1. Research Project Title:

2. Principal Investigator(s):

3. Attach a Statement of Work:

A description of work to be performed by each PARTY. Describe with particularity those aspects of the work that are considered “Confidential”.

4. Standards of Performance:

Any applicable standards to which the work must conform to.

5. Duration of Project:

A schedule for the performance of the research described in the statement of work

6. Specifies Deliverables Items (if any):

Identify any creations (devices, samples, data, reports, etc.), if any, that shall be created from this work that will be delivered. Identify each such creation that shall not be delivered as well...

7. Proposed Visitor(s) (if any) and duration of visit:

Research Project Authorization:

C-CAMP:

Name

Title

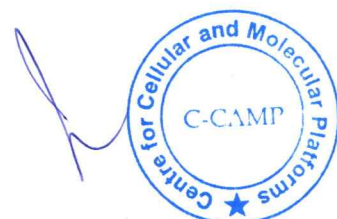
Date

IPR:

Name

Title

Date



DM