

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

**DRUGS FOR NEGLECTED DISEASES INITIATIVE (DNDi Geneva);**

**DRUGS FOR NEGLECTED DISEASES INITIATIVE INDIA FOUNDATION (DNDi India)**

## AND

**PUNJABI UNIVERSITY, PATIALA**

**(hereinafter the "MoU")**

This MoU is made at PATIALA on 05<sup>th</sup> day of Oct. 2023 between **Drugs for Neglected Diseases initiative (DNDi)**, a collaborative, international not-for-profit drug research and development organization developing new treatments for neglected people, having its registered office at 15, Chemin Camille-Vidart, 1202, Geneva, Switzerland ("**DNDi Geneva**"); **DNDi Drugs For Neglected Diseases Initiative India Foundation**, having its registered office at PHD Chamber, 3rd Floor 4/2 Siri Institutional Area, August Kranti Marg New Delhi South Delhi DL IN 110016 ("**DNDi India**") (both collectively "**DNDi**")

and

**Punjabi University**, Patiala (A state university with more than 60 teaching and research departments and centers providing education in diverse fields including Science and Technology, Engineering, Pharmacy, Management, Languages, Social Sciences, and others), incorporated under Punjab Act No. 35 of 1961 and having its registered office at Patiala, (the "**University**")

hereinafter referred to individually as "**Party**" and collectively as "**Parties**"

### 1. OBJECTIVE:

The objective of this MoU between the Parties is to engage in a collaboration wherein **DNDi** is exploring the concept of open-source drug discovery by contemplating the implementation of a student crowd sourcing model for a chemistry project as further detailed in Annex 1 (the "**Project**"). The University has expressed its willingness to participate in the Project

This Project will support in the development of new drugs for the treatment of neglected tropical and viral diseases, which will eventually have a societal benefit. It also contributes to skill enhancement of the participating students.

### 2. ROLES:

2.1 **DNDi Geneva** will undertake the following activities:

- i. Provide the chemical structure designs to the University for the students.
- ii. Test the compounds and analogue(s) provided by the University, against the infectious disease agent(s) of relevance.
- iii. Provide the University and its students with the Results of the compound's testing (as defined in §2.3).

2.2 **DNDi India** will undertake the following activities:

- i. Coordinate the Project.
- ii. Provide, at DNDi India's sole discretion and upon prior written request and approval, certain starting materials and/or chemical intermediates required for the Project

2.3 The **University** will undertake the following activities:

- i. Engage to work on the Project and provide manpower, equipment, chemicals, infrastructure and all other support as per the facilities available for the fulfillment of the objective of this MoU.
- ii. Engage at least six students for this Project and guide them to synthesize compounds designed by DNDi Geneva's medicinal chemists and/or to design and synthesize analogue(s) as part of a practical work exercise and
- iii. Provide the synthesized compounds and analogue(s) to DNDi Geneva for testing against infectious diseases of relevance.
- iv. Make the samples of the compounds and analogues synthesized by its student(s) under this Project available to anyone who requests them free of charge and solely for research and non-commercial purposes, provided that there shall be no requirement to produce additional quantities, and that the requesting organization covers the costs of shipment. The University shall not engage in any profit-making or commercial use of the Results (as defined below).
- v. Use reasonable endeavours to ensure that the students' work on the Project is carried out in accordance with accepted scientific principles and standards but makes no representation or warranty that any results will be fit for any particular purpose and accepts no responsibility for any use which may be made of any results, materials, method or process arising from the Project. The University will not be liable to any infringement of any intellectual property rights of third parties related to design of the compounds or any information provided by DNDi. The University also will not infringe any patent, copyright, trademark or other proprietary rights of third parties.
- vi. Share a Progress Report in the format and frequency as agreed between the Parties.

2.4 **All Parties agree** on the open-source nature of this Project towards the development of new treatments for infectious diseases of global health relevance and the collective intent that the results of the students' work and of DNDi Geneva's testing, including all data, analysis of data, chemical structures, methods, processes, inventions, know-how, records, documents, reports and other information and materials whatsoever generated under this MoU ("**Results**"), be made available to anyone to use for any non-commercial purpose. Accordingly, DNDi and the University, represent, warrant and covenant that they will not seek or obtain protection of any intellectual property rights over the Results. The Results will be placed in the public domain by way of publication, as described in the attached application form (Annex 2).

2.5 The activities listed in Section 2.3 will be conducted under the University's exclusive responsibility, whereas the activities listed in Sections 2.1 and 2.2 will be conducted under the DNDi exclusive responsibility.

### 3. FUNDING:

Under this MoU, unless expressly stated otherwise, the University will bear its respective costs, if any, relating to the activities. This MoU does not include the reimbursement of funds between the Parties.

### 4. EFFECTIVE DATE

This MoU shall be in force from 05<sup>th</sup> October, 2023 to 04<sup>th</sup> October, 2025

### 5. MISCELLANEOUS:

- i. Termination. Any Party may terminate this MoU at any time upon sixty (60) days' prior written notice to the other Parties. Sections 2.3 and 5 shall survive the expiration or termination of this MoU.

- ii. Relationship. Nothing in this MoU is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint-venture relationship between the Parties. No Party shall at any time be considered or hold itself out as an employee, partner, joint venturer, agent, principal, or common member of any form of business entity with the other Parties. No Party shall have the authority to execute or modify agreements or to make commitments on behalf of the other Parties.
- iii. Bank details of the University, in case any reimbursement is agreed, subject to actual expenditure: Not Applicable
- iv. Disclaimer: The Parties understand and agree that the compounds are experimental in nature and may have hazardous properties, and they are provided without any warranties, express or implied, from DNDi or the University, including any warranty of fitness for any particular purpose. The compounds shall not be administered to or used in human beings. The University shall ensure that the compounds are provided with this information.
- v. Non-exclusivity. This MoU is nonexclusive in nature and does not affect any Party's ability to enter into agreements or affiliations with other parties.
- vi. The Point of Contact from Punjabi University for activities related to this MoU is Prof Yogita Bansal in Department of Pharmaceutical Sciences and Drug Research.

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Understanding in duplicate and acknowledge that they are authorized to execute same:

On behalf of Drugs for Neglected Diseases initiative

On behalf of Punjabi University,

By: 

By: 

Name: PETER SJO

Name: Prof. Arvind

Title: Head Drug Discovery Projects

Title: Vice-Chancellor

Date: 2023-10-18

Date:

On behalf of DNDi Drugs for Neglected Diseases initiative India Foundation

By: 

Name: DR KAVITA SINGH

Title: DIRECTOR [Authorised Signatory]

Date: 11 oct 2023