

MEMORANDUM OF UNDERSTANDING

Between

○ MUSCULAR DYSTROPHY PATIENTS' WELFARE SOCIETY

And

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH (IISER), KOLKATA**

In this Memorandum of Understanding ("MoU"):-

"Memorandum of Understanding" refers to partnership arrangements in terms of contributors, rules and responsibilities between the following parties:

PARTNERS TO THE SUBJECT

This is a Memorandum of Understanding (MoU) drawn between

- Muscular Dystrophy Patients' Welfare Society of 9/100, Gayeshpur, Kalyani, Nadia-741234, (hereinafter referred to as "MDPWS" or "Sponsor (**Funding Organization**)")

On the first part,

- Indian Institute of Science Education and Research, Kolkata (here-in-after referred to as "IISER" or the Institute),

and

- Dr. Tapas Kumar Sengupta
Professor, Department of Biological Science, Indian Institute of Science Education and Research, Mohanpur, Nadia - 741 246.
(Herein after referred to as the "Co-Investigator")

On the second part

WHEREAS

MDPWS is Muscular Dystrophy Patients' Welfare Society registered under Certificate Registration of Societies West Bengal ACT XXVI of 1961, formed by the parents whose son's are suffering from Muscular Dystrophy and are trying to conducting a Clinical Trial for evaluating a treatment for DMD.

WHEREAS

IISER is Institute of Science Education and Research Kolkata (IISER Kolkata) is an autonomous institution under the Government of India established in 2006 by the Ministry of Human Resource

Development (MHRD), Government of India. IISER Kolkata is designed to reach the prestigious position in the global setting that IISc, IIMs and IITs presently enjoy. IISER Kolkata is an autonomous institution awarding its own degrees. The central theme of the IISER Kolkata is to integrate education with research so that undergraduate teaching as well as doctoral and postdoctoral research work could be carried out in symbiosis.

WHEREAS

Co Investigator - Dr Sengupta is a very well-known name in the field of Biological Science. He is a specialist in Cancer Biology, Bacterial interaction, Bioremediation.

NOW THEREFORE:

Considering these legal and institutional relations, the successful implementation and operation of the Clinical Trial requires the partnership between the two (2) signatory institutions and the individual which this MoU shall facilitate. The parties therefore have entered into this Memorandum of Understanding (here-in-after referred to as "MoU") for the grant easement of the Clinical Trial.

ARTICLE I: Purpose

With the object of promoting their co-operation in CLINICAL STUDY and research, over DUCHENNE MUSCULAR DYSTROPHY in Institute of Child Health (ICH).

ARTICLE II: Forms of Co-operation

Within such fields as are mutually acceptable for the Parties, the following forms of co-operation, amongst others, may be pursued hereunder:

- Inclusion of Dr. Tapas Sengupta as the CO-PI in the study
- Exchange of ideas related to the study
- Use of the Biological Laboratory of the 2nd part

ARTICLE III: Specific Co-operation Projects

Specific co-operation projects, for instance within such fields as described in section 2 above, must be negotiated separately between the Parties and are in each specific case to be established in separate written agreements, stating the respective rights and obligations of the Parties. In case of any ambiguity or conflict of terms between the terms and conditions of this MoU and those of a separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail.

ARTICLE IV: Financial Arrangements

Both Parties understand that all financial arrangements required between the parties is confirmed (and mutually agreed). Both parties may seek financing of joint activities from internal and external sources available to them. The participation of the 2nd part in the Purpose mentioned in ARTICLE I is purely on voluntary and collaborative basis and no financial compensation is being accepted by the Co PIs. However, all recurring and capital expenses related to the usage of the Biological Laboratories of the Co-PIs or other facilities of the Institute, including the purchase of chemicals, reagents, laboratory equipment and consumables for the above-mentioned Purpose will be compensated by the 1st part.

ARTICLE V: Special Conditions

All the parties shall conform to all applicable laws and regulations and respect in all circumstances the basic principles governing the clinical trial.

ARTICLE VI: Copyright

Copyright resulting from any work or services to be performed related to the clinical trial shall be vested in MDPWS, IISER & CO-PI including, without any limitation, the rights to use, publish, sell or distribute, privately or publicly, any item or part thereof.

The partners shall defend and hold each other (and MDPWS) and their staff free from any liability, for or on account of the use or infringement of any copyright, patent, trade name, or other such right of any person, corporation or association in connection with this MoU.

ARTICLE VII: Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

ARTICLE VIII: Obligations of the Funding Organisation

In addition to the liabilities and responsibilities described in this agreement the Funding Organisation is obliged to:

- provide the institution with the necessary background information needed for the appropriate and safe conduct of the trial;

- supply sufficient amount of appropriately labelled investigational medicines and other materials, substances and equipment (including necessary materials for packing and shipment) without cost for the use in the trial site;
- ensure that the trial is covered by a pharmaceutical injuries insurance policy, from which possible damages caused by the investigational medicine are compensated to the trial subjects in accordance with insurance conditions.
- register the trial into an open international publication register according to common practice before starting the patient recruitment;

-Take permission on inclusion of the names of the Co-PIs on any material, whether in the form of publications, reports, advertisements, publicity material arising out of the above-mentioned Purpose.

ARTICLE IX: Confidentiality

Each partner shall not, while performing the Work or at any time thereafter utilize in any manner prejudicial to or incompatible with the interests of MDPWS and partners any information of restricted or confidential nature which may come to its knowledge in connection with the performance of this MOU. However any information arising from this work is the property of the 4 (four) parties and should be made available on request to partners and target communities for the benefit of all the key stakeholders.

ARTICLE X: Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

ARTICLE XI: Resolution of Disputes

- a) All partners shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the clinical trial;
- b) Any dispute or controversy which cannot be resolved by mutual agreement within 60 days or any claim arising out of or relating to this MOU, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with Indian Arbitration Laws;

ARTICLE XII: Commencement, Renewal, Termination

This MoU will be effective from the date of the last signature hereto and will remain in force for a time period of three (3) years, with a possibility for renewal at the end of the three-year-period, subject

to the Parties' written agreement. Either Party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

MUSCULAR DYSTROPHY PATIENTS' LIFE CARE SOCIETY
Signature on behalf of MDPWS:

President

Place: Kolkata

Date:

Mitmalpa Roy

President MDPWS


Signature on behalf of IISER.

Place: IISER KOLKATA

Date: 19/05/2023

Director IISER

निदेशक / Director

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता
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