



MEMORANDUM OF UNDERSTANDING

between

FLINDERS UNIVERSITY OF SOUTH AUSTRALIA, School of Chemical and Physical Science, A.B.N. 65 542 596 200 a body corporate established pursuant to the *Flinders University of South Australia Act 1966 (SA)* of Sturt Road, Bedford Park SA 5042 ("Flinders");

and

INDIAN INSTITUTE OF TECHNOLOGY DELHI Department of Chemistry, Hauz Khas, New Delhi - 110016 India ("IITD")

Background and Purpose of the Memorandum of Understanding

- A. Flinders and the IITD are higher education institutions with a commitment to education and research.
- B. The parties wish to collaborate on the development of crosslinked peptide organogels – novel scaffold materials for stem cell technologies, as more fully described in the Schedule (the "Project").
- C. The intent of this Memorandum of Understanding ("MoU") is to document ;
 - a. the commitment the parties have in going forward collaboratively with the development of the Project;
 - b. the process for the pursuit of grant opportunities involving the Project;
 - c. recognition of both parties contributions to the Project; and
 - d. fair returns to each party based on those contributions.
- F. The Parties intend to give effect to this MoU but acknowledge that it does not create, and must not be construed as creating, a legally binding and enforceable contract or otherwise to create legal obligations between the Parties.

1. Definitions

"**Background Intellectual Property**" means pre-existing or independently developed Intellectual Property belonging to or vesting in or licensed to a Party which a Party has a right to use at the date of this MoU and made available by that Party for the purpose and conduct of the Project in accordance with this MoU. Background Intellectual Property includes any Intellectual Property which the Party independently of the Project and this Agreement developed or obtains before, during or subsequent to the term of this MoU.

"**Commercialise**" in relation to Intellectual Property means to offer for sale, sell, assign, license, sublicense, franchise, manufacture, distribute, hire or otherwise similarly supply Intellectual Property to third parties; and "commercially develop", "exploit", "commercially exploited", "commercially exploitable" and "Commercialisation" have corresponding meanings and shall be similarly construed.

“**Confidential Information**” means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form (including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, samples, devices, models and other materials of whatever description) which by its nature is confidential or a Party claims is confidential to itself and over which it has full control and includes all other such information that may be in the possession of a Party’s employees or management, except that which:

- (a) is already in the public domain or after the date of this MoU becomes part of the public domain otherwise than as a result of an unauthorised disclosure by a Party; or
- (b) is, or becomes, available to a Party from a third party lawfully in possession of that information and who has the lawful power to disclose such information to the recipient Party; or
- (c) is already known by the recipient Party before the date of disclosure to it; or
- (d) is required to be disclosed by applicable laws.

“**Intellectual Property**” or “**IP**” means all rights resulting from intellectual activity whether capable of being protected by statute, common law or in equity and includes, but is not limited to all inventions, discoveries, innovations, technical information and data, prototypes, processes, improvements, patents, circuit layouts, computer programs, drawings, plans, specifications, copyright, trademarks, designs (whether registrable or not), know how, plant variety rights and Confidential Information.

“**Internal Purposes**” means the use of the Project IP by a Party:

- (a) for further research, verification and testing (which in the case of Flinders includes using the Project Results for academic, teaching and research purposes); and
- (b) for improving its business processes or methods of operation,

in both cases only to the extent it does not result in the Commercialisation of the Project IP.

“**Term**” means the time from the execution of this MoU by the Parties until the MoU is terminated in accordance with clause 4.

2. Undertakings

- 2.1. Each party will inform the other party promptly upon their awareness of a possible grant or proposal opportunity for the Project and include the other party in preliminary discussions.
- 2.2. Each party’s input will be sought and included on every grant application/proposal submitted for the Project.
- 2.3. Each party will be included as applying jointly, if permitted by grant/proposal rules, on every grant application/proposal submitted for the Project.
- 2.4. Each party will be provided with opportunities for provision of research, if permitted by grant/proposal rules, on every grant application/proposal submitted for the Project.
- 2.5. Each party will inform and provide a draft to the other party of any proposed publications referencing the Project prior to submission.

