



YENEPOYA

(DEEMED TO BE UNIVERSITY)

Recognized under Sec 3(A) of the UGC Act 1956

Accredited by NAAC with 'W' Grade

Details of the Collaborative Activity

2019-20

Name of the collaborating institute: WiCell Research Institute Inc, USA

Name of Collaborating Department: Stem Cells and Regenerative Medicine Center,
Yenepoya Research Centre.

Activities:

An agreement was signed in the year 2019 for the transfer of biological research materials (cell line) from WiCell Research institute to Stem Cells and Regenerative Medicine Center, Yenepoya Research Centre, YDU

ATTESTED

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka



Bipasha Bose <bipasha.bose@yenepoya.edu.in>

WiCell Agreement No. 19-W0479 with Yenepoya

2 messages

wicellcontracts@wicell.org <wicellcontracts@wicell.org>

Thu, Apr 30, 2020 at 5:10 AM

Reply-To: wicellcontracts@wicell.org

To: bipasha.bose@yenepoya.edu.in

To Whom It May Concern,

Please see attached regarding WiCell Agreement No. 19-W0479 with Yenepoya.

Sincerely,

Susan Langbehn
WiCell Research Institute, Inc.
Contract Manager614 Walnut Street
Madison, WI 53726
P: 608-960-9872wicell.org Notice.pdf
125K

Bipasha Bose <bipasha.bose@yenepoya.edu.in>

Sat, May 2, 2020 at 8:39 PM

To: wicellcontracts@wicell.org

Cc: Catherine Verfaillie <catherine.verfaillie@kuleuven.be>, Bipasha Bose <Bipasha.bose@gmail.com>

Dear Susan,

Thank you for the notice.

We had indeed paid WiCell for the cell line transfer agreement and had received the agreement copy. However, I have yet not requested Prof. Verfaillie's laboratory for the H9 hESC transfer because of some logistic issues from my University side. So, I have not yet started working on the WiCell H9 Cell line. Moreover, I would be procuring the cell line from Prof. Verfaillie's lab once the lockdown due to COVID-19 is over and the international shipments are functional.

I hope you can understand the shipment issues for biological material to countries like India.

Thank you,
Sincerely,
Bipasha BDr Bipasha Bose, PhD
Associate Professor
Faculty and Principal Investigator
Stem Cells and Regenerative Medicine Centre
Yenepoya Research Centre
Yenepoya University
Mangalore-India
Mobile +91-9449806403, 9730889609
Alternative email: Bipasha.bose@gmail.com
My blog URL - <https://drbipashabose.blogspot.com/>

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[Quoted text hidden]

WiCell Agreement No.: 19-WOH 78

Memorandum of Understanding – Wisconsin Materials

This Memorandum of Understanding (“MOU”) is made effective as of May 17, 2019 (WiCell to fill in date), by and between Yenepoya (Deemed to be University), INDIA (“Institution”), having an address at University Road, Deralakatte, Mangalore, 575018, INDIA and WiCell Research Institute, Inc. (“WiCell[®]”), a Wisconsin nonprofit corporation having an address at 614 Walnut Street, Madison, Wisconsin 53726 USA.

WHEREAS, WiCell holds intellectual property rights in certain human embryonic stem cell lines developed by James A. Thomson, Su-Chun Zhang, Tim Kamp, and other researchers, all of the University of Wisconsin – Madison (“University”), working either alone or with other researchers at the University, and in certain human embryonic stem cell lines developed at the University, The Morgridge Institute for Research, Inc. (“Morgridge”), and/or WiCell (all of which are “Wisconsin Materials,” as further defined in the SLA); and

WHEREAS, the Wisconsin Alumni Research Foundation (“WARF”) holds certain intellectual property rights in certain human embryonic stem cell lines covered by U.S. Patent Nos. 5,843,780; 6,200,806; 7,005,252; various patents or patent applications (foreign and domestic) claiming priority thereto, and may hold rights in future patents and patent applications in other stem cell lines developed at the University or Morgridge, and/or WiCell, which may be covered by this MOU (collectively the “WARF Patent Rights”), and has afforded WiCell the right to grant sublicenses under the WARF Patent Rights to non-profit and academic research institutions in order to use the Wisconsin Materials; and

WHEREAS, WARF and WiCell have a mission to serve the public good and desire to provide Institution researchers who desire to receive and use the Wisconsin Materials (“Institution Researchers”) the opportunity to use the Wisconsin Materials for non-commercial research purposes; and

WHEREAS, Institution agrees that any such research conducted by Institution Researchers using the Wisconsin Materials or Modifications to the Wisconsin Materials shall be in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, WiCell and Institution agree as follows (all terms, restrictions and obligations below also apply to any Modifications to Wisconsin Materials, if any, as defined in the SLA):

1. Institution shall have the nontransferable right under the WARF Patent Rights to maintain and use the Wisconsin Materials within the laboratories of the Institution Researchers solely for non-commercial research purposes. As used herein, “Wisconsin Materials” will have the meaning set forth in the Simple Letter Agreement. Any and all use of the Wisconsin Materials must be in compliance with all applicable statutes, regulations, Institutional Review Board decisions, and consistent with applicable guidelines (including the NAS Guidelines). Specifically, Institution agrees that the research conducted by the Institution Researchers will exclude:

- (a) mixing of Wisconsin Materials or Modifications to the Wisconsin Materials with an intact embryo, either human or non-human;
- (b) implanting Wisconsin Materials or Modifications to the Wisconsin Materials or products of the Wisconsin Materials or Modifications to the Wisconsin Materials in a uterus;
- (c) attempting to make whole embryos with Wisconsin Materials or Modifications to the Wisconsin Materials by any method; or
- (d) using Wisconsin Materials or Modifications to Wisconsin Materials for therapeutic or commercial purposes, including the performance of services (including diagnostic services), for consideration

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or the production or manufacture of products for sale or distribution.

Without limiting the foregoing, exclusions (a) – (c) stated immediately above do not apply to research conducted with the WA15, WA16, WA17, WA18, WA19, WA20, WA21, WA22, WA23, WA24, WA25, WA26, and WA27 cell lines.

2. Institution agrees that it shall require each Institution Researcher requesting Wisconsin Materials, or Modifications to Wisconsin Materials, whether provided by WiCell hereunder or by a third party authorized by WiCell to provide Wisconsin Materials or Modifications to Wisconsin Materials to Institution Researcher, to enter into and execute a WiCell “**Simple Letter Agreement**”. Institution and Institution Researchers will be also required to execute any additional agreements containing terms and obligations that apply to the particular Wisconsin Materials or Modifications to Wisconsin Materials being requested (“Ancillary Agreements”), the terms and obligations of which will be incorporated and made part of this MOU as it applies to the particular Wisconsin Materials or Modifications to the Wisconsin Materials requested. WiCell shall cause the requested Wisconsin Materials or Modifications to the Wisconsin Materials to be shipped to the Institution Researcher upon WiCell’s receipt and approval of an executed Simple Letter Agreement requesting such Wisconsin Materials or Modifications to the Wisconsin Materials and any applicable transmittal fee (see Paragraph 3 below).

3. Institution acknowledges that a transmittal fee may be requested by WiCell to cover the preparation and distribution costs for each sample of Wisconsin Materials transferred by WiCell to each Institution Researcher. Such fees will be the responsibility of the requesting laboratory/Institution. Despite the payment of any such fee, the transfer of the Wisconsin Materials shall not be considered a sale of the Wisconsin Materials.

4. Wisconsin Materials are the property of WiCell and are being made available to Institution Researchers as a service of WiCell. Ownership of all Wisconsin Materials shall remain with WiCell, regardless of whether such Wisconsin Materials are received from WiCell or an authorized third party. Any Wisconsin Materials provided to any Institution Researcher hereunder shall be returned to WiCell or destroyed, at WiCell’s direction, upon a material breach of any terms of this MOU or the Simple Letter Agreement.

5. Institution Researchers shall have the right to transfer, but not to distribute, Wisconsin Materials, or Wisconsin Materials contained in Modifications to Wisconsin Materials, to other academic researchers (“Recipients”), provided that:

- (a) prior to any such transfer, WiCell provides Institution Researcher written confirmation that such Recipient has entered into and executed a Simple Letter Agreement, a transfer fee (if applicable) was paid to WiCell, and Recipient’s Institution has entered into and executed a Memorandum of Understanding relating to the Wisconsin Materials or Modifications to Wisconsin Materials to be transferred;
- (b) the transfer of the Wisconsin Materials or Modifications to Wisconsin Materials to Recipient shall be made for no consideration (i.e., commercial grantback rights, ownership interest in inventions created by the Recipient, or royalties from the Recipient due to the commercialization of inventions created using the Wisconsin Materials), however, Institution may request a transmittal fee solely to cover preparation and distribution costs;
- (c) the transfer of the Wisconsin Materials or Modifications to Wisconsin Materials to Recipient shall be subject to the terms of a MOU and Simple Letter Agreement between WiCell and such Recipient; and
- (d) Institution Researcher provides written notice to the Recipient that the Wisconsin Materials or Modifications to Wisconsin Materials are not being provided by or on behalf of WiCell and have been maintained by the Institution Researcher in conditions which may not be consistent with those utilized by WiCell.

6. WiCell recognizes that the technology of the WARF Patent Rights may be used by Institution Researchers in research that may result in patentable discoveries (“**Institution Patent Rights**”), which may

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eventually provide commercial products that benefit the public health. Institution agrees that WiCell, the Morgridge Institute for Research, and the University of Wisconsin and other like non-profit and/or academic research institutions shall have the right under the Institution Patent Rights to use the technology of the Institution Patent Rights for non-commercial research purposes.

7. The rights provided hereunder do not grant Institution the right to grant sublicenses under the WARF Patent Rights, or the right to develop and/or use Wisconsin Materials for any therapeutic or commercial purpose, including the right to use the Wisconsin Materials to perform services (including diagnostic services) for consideration, or for the production or manufacture of products for sale or distribution to third parties. Any license needed by a third party under the WARF Patent Rights for the manufacture, production, use or commercialization of any Institution Patent Rights shall be provided by a separate written agreement with WARF. Nothing herein shall be construed to require WARF to enter into any such agreement, or to hinder WiCell or WARF from entering into any other agreement with any third party which may limit the grant of any license under the WARF Patent Rights necessary for the practice of the Institution Patent Rights.

8. Institution and Institution Researchers agrees to communicate to WiCell all publications and/or research results made public by Institution or Institution Researchers which are based on research using the Wisconsin Materials. In addition, any reports, publications, or other disclosure of results obtained with the Wisconsin Materials will acknowledge WiCell and the provider scientist as the original source of the Wisconsin Materials or, in the event that the Wisconsin Materials were received from an authorized third party, the name of such third party (e.g., the providing scientist and providing scientist's institution), and the conditions in which such Wisconsin Materials were maintained prior to their transfer.

9. Any Wisconsin Materials delivered pursuant to this MOU are understood to be experimental in nature and may have hazardous properties. WICELL MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE WISCONSIN MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Institution assumes all liability for damages which may arise from the use, storage, handling or disposal of the Wisconsin Materials by Institution or Institution Researchers. WiCell will not be liable to Institution, Institution Researchers or any Recipients for any loss, claim or demand made by Institution, Institution Researchers or Recipients, or made against Institution, Institution Researchers or Recipients by any other party, due to or arising from the use, storage, handling or disposal of the Wisconsin Materials by Institution, Institution Researchers or Recipients, except to the extent permitted by law when caused by the gross negligence or willful misconduct of WiCell.

10. The provisions of this MOU, and the obligations hereunder, shall continue as long as the Wisconsin Materials continue to be used by Institution or any Institution Researcher. Nothing contained herein shall be construed to be a waiver by WiCell or WARF of any rights under the WARF Patent Rights.

11. This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles. If the enforcement of any provisions of this MOU are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this MOU, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this MOU shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this MOU as may be allowed under the applicable laws and regulations.

12. This MOU is not intended to be for the benefit of and shall not be enforceable by any third party. Nothing in this MOU, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this MOU. This MOU shall not provide third parties with any remedy, claim, reimbursement, cause of action or other right in excess of those

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existing without reference to the terms of this MOU. No third party shall have any right, independent of any right that exists irrespective of this MOU, to bring any suit at law or equity for any matter governed by or subject to the provisions of this MOU.

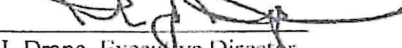
13. This MOU constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, except as provided for elsewhere in this Paragraph 13, made prior to or at the signing hereof, shall vary or modify the written terms of this MOU. Neither party shall claim any amendment, modification, or release from any provisions of this MOU by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this MOU. In the event of a conflict between the provisions of this MOU and any provision contained in an Ancillary Agreement, the provisions stated in this MOU will control and prevail.

14. The persons signing on behalf of WiCell and Institution hereby represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

15. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. PDF copies of this Agreement will be enforceable as an original.


IN WITNESS WHEREOF, WiCell and Institution agree to the foregoing and have caused this MOU to be executed by their duly authorized representatives.

WiCell Research Institute, Inc.

By: 
Robert J. Drape, Executive Director

Date: May 17, 2019

Institution

By: 
(Signature)

Date: 23/04/2019

Name: Dr.K.S.Gangadhara Somayaji

Title: Registrar, Yenepoya (Deemed to be University)

Registrar
Yenepoya (Deemed to be University)
University Road, Doralakutte
Mangalore 575 018

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