

## MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement is made at \_\_\_\_\_ on July 12, 2022 by and between

**Indian Institute of Technology (Indian School of Mines), Dhanbad**, having its office at Dhanbad, Jharkhand 826004 (hereinafter referred to as "IIT (ISM)"), represented by Dean Research and Development, duly authorized to execute this agreement.

**AND**

Tokyo Chemical Industry Co., Ltd., having a registered place of business at 4-10-1Nihonbashi-honcho, Chuo-ku, Tokyo 103-0023, Japan (hereinafter referred to as "**COMPANY**") which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns.

### **Recitals**

- A. Whereas IIT (ISM), through Dr. Parthasarathi Das and his team, Department of Chemistry and Chemical Biology has developed an innovative process and product thereof, as part of their R&D efforts, funded by Indian Institute of Technology (ISM) Dhanbad, as per the details given in Annexure 1.
- B. Whereas, the COMPANY and its subsidiary in India, Tokyo Chemical Industry (India) Pvt. Ltd. is involved in the business of chemicals marketing.
- C. Whereas the COMPANY is desirous to commercialise the product namely 4-(1H-pyrrolo[2,3-b]pyridine-4-yl)morpholine, arising out of the IIT(ISM) Dhanbad. Such IIT(ISM) Product will be derived by deploying/ utilising the process described in the Annexure 1. In this regard, COMPANY has approached IIT (ISM) with a request for commercialization of the IIT (ISM) Product vide their email dated 4<sup>th</sup>February, 2022 (Annexure 2).
- D. Whereas IIT (ISM) is agreeable to providing the product to COMPANY on a non-exclusive basis for the marketing and sales of the IIT (ISM) Product derived as above in TCI catalogue, under terms and conditions given below.
- E. Whereas, COMPANY is agreeable for obtaining the product from IIT (ISM) to market and sell the IIT (ISM) Product in accordance with the terms of this agreement.
- F. Whereas, IIT (ISM) is agreeable to provide the product to the Indian subsidiary of the COMPANY which will be engaged in exporting the product to the COMPANY.



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- b. This agreement can be terminated at the discretion of IIT (ISM) if any breach of contract occurs by or on behalf of COMPANY which is not rectified within sixty days of giving such notice of breach to the COMPANY. Upon such a termination, the rights given to COMPANY under this Agreement shall stand cancelled and revoked on an immediate basis.
- c. This agreement can be terminated at any time by sixty (60) days written notice to the other party citing reasons for termination.
- d. On termination of this agreement, COMPANY shall return to IIT (ISM) all the documents related to IIT(ISM) protocol and IIT (ISM) Product and shall immediately cease all commercialisation / sale of the IIT (ISM) Product.

## 5. ASSIGNMENT/SUBLICENSE

COMPANY shall not assign this Agreement or sublicense the IIT (ISM) Product or IIT(ISM) protocol to any third parties without the prior written consent of IIT (ISM).

## 6. INDEMNIFICATION

COMPANY agrees to hold harmless and indemnify IIT (ISM), its officers, employees and students from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, (i) the exercise or practice of the license granted hereunder by COMPANY, its affiliates or their officers, employees, agents or representatives or (ii) the failure to comply with or maintaining statutory/regulatory compliances/permissions/approvals or (iii) the manufacturing of the product utilising the derived chemical and the handling, storage, transfer, disposal or use thereof.

## 7. USE OF IIT(ISM) NAME

COMPANY may use IIT (ISM)'s name in their letters to various industries, participation in any seminars and presentations, any advertisement in newspapers or technical papers, seminars, presentations and other use if required, based on written consent of IIT (ISM).

## 8. CONFIDENTIALITY

IIT (ISM) and COMPANY each agree that all information contained in documents marked "confidential" and forwarded to one by the other

- a. be received in strict confidence,
- b. be used only for the purposes of this Agreement, and
- c. not be disclosed by the recipient party, its agents or employees without the prior written consent of the other party,



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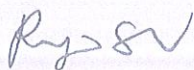


e. If any part of this Agreement is for any reason found to be unenforceable/OR repugnant to any law, all other parts nevertheless remain enforceable.

f. The parties hereto also agree to all the clauses and sub clauses along with the schedule / annexure if any attached hereof.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above.

For  
Indian Institute of Technology (ISM)  
Dhanbad

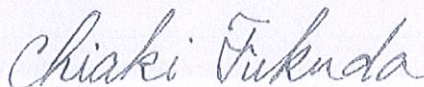


Signature  
Designation: Director, IIT(ISM) Dhanbad  
Date

SEAL / STAMP

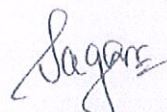
प्रो० राजीव शेखर / Prof. Rajiv Shokhar  
निदेशक / Director  
भारतीय प्रौद्योगिकी संस्थान (भारतीय खनि विद्यापीठ), धनबाद  
INDIAN INSTITUTE OF TECHNOLOGY (INDIAN SCHOOL OF MINES), Dhanbad  
धनबाद / Dhanbad-826004

For  
Tokyo Chemical Industry Co., Ltd.  
Tokyo, Japan

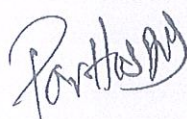


Signature  
Designation: Executive Corporate Officer  
Date July 12, 2022

SEAL / STAMP



ASSOCIATE DEAN (R&D : Research Infrastructure)  
Indian Institute of Technology  
(Indian School of Mines), Dhanbad  
Jharkhand- 826004 (INDIA)



For Dean R&D

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**Annexure 2:**

*Material Transfer Agreement (MTA)/Product Development for Commercialization*

**Between IIT Dhanbad and Tokyo Chemical Industry (TCI)**

On Fri, Feb 4, 2022 at 11:13 AM <[Ananya.Chakrabarti@tcichemicals.com](mailto:Ananya.Chakrabarti@tcichemicals.com)> wrote:

Dear Dr. Das,

Thank you for giving us some time to consider this proposal.

We are interested in the product **4-(1H-pyrrolo[2,3-b]pyridine-4-yl)morpholine** and would like you to provide us 50g of this product.

Therefore, could you send us a draft of MTA to review conditions and requirements as well as a quotation for 50g of 4-(1H-pyrrolo[2,3-b]pyridine-4-yl)morpholine?

Also, we believe there is no valid substance patent for this compound.

However, if you have filed any related patent or you are going to, could you please let us know?

Please let us know how to proceed further.

Thank you!

Regards,  
Ananya



**Tokyo Chemical Industry (TCI)** is a leading global manufacturer of fine chemicals for research and commerce.

**Headquarters location: Tokyo, Japan**

**Subsidiaries: Tokyo Chemical Industry (India) Pvt. Ltd.**



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Dean R & D <drnd@iitism.ac.in>

## Material Transfer Agreement IIT Dhanbad-TCIJapan

1 message

**Parthasarathi Das** <partha@iitism.ac.in>  
To: Director IIT ISM Dhanbad <director@iitism.ac.in>  
Cc: Dean R & D <dean\_rnd@iitism.ac.in>

Tue, Jul 26, 2022 at 6:17 PM

Dear Sir,  
Please find the Material Transfer Agreement Copy (Signed MOU) between IIT Dhanbad and TCI Japan.  
A move forward from "**Research Lab to Product Development and Commercialization**"  
Thank you very much for kind support.  
With regards,  
Partha

Dr. Parthasarathi Das  
Head of Department  
Chemistry and Chemical Biology  
Indian Institute of Technology (Indian School of Mines)  
Dhanbad-826004; INDIA  
E-mail: partha@iitism.ac.in  
Tel: 91-326-2235012 (O) 91-326-2235013(R)  
Mobile: 91-9419227993

 **Agreement TCI-IIT (ISM) executed.pdf**  
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