

Activity Agreement
between
PURDUE UNIVERSITY
West Lafayette, Indiana, USA
and
SRI VENKATESWARA UNIVERSITY
Tirupati, Andhra Pradesh, India

BACKGROUND

Purdue University ("Purdue") and Sri Venkateswara University (SVU) on behalf of its College of Pharmacy establish this Activity Agreement ("Agreement") to foster international cooperation in education and research.

Whereas the government of India recognizes that development of the country's entrepreneurial talent is critically important to job creation and overall economic prosperity.

Whereas a main objective of the government of India's *Rashtriya Uchchatar Shiksha Abhiyan* (RUSA) program is to improve the quality of Indian state public institutions and usher transformative reforms to enhance the research and innovation landscape for Indian youth.

Whereas Sri Venkateswara University (SVU, Est. 1954) in Tirupati, Andhra Pradesh and its College of Pharmacy (Est. 2017) wish to develop an Entrepreneurship and Employability Hub focusing on the Pharmaceutical Sciences.

Whereas Purdue University in West Lafayette, Indiana, USA, established in 1869, has been consistently recognized for its award-winning programs in fomenting entrepreneurship, start-ups and commercializing university research (see [release](#)).

And whereas Purdue has made a demonstrated commitment to excellence in the Pharmaceutical Sciences and Drug Discovery. Purdue's College of Pharmacy is the 3rd oldest in the USA, established in 1884. In January 2016, Purdue announced an investment of more than \$250 million in the life sciences over five years, including launching two new interdisciplinary campus-wide institutes — the Purdue Institute of Inflammation, Immunology and Infectious Disease (PI4D) and the Purdue Institute for Integrative Neuroscience (PIIN) — to complement existing research centers on cancer (Purdue Center for Cancer Research), healthcare engineering (Regenstrief Center for Healthcare Engineering), drug discovery (Purdue Institute of Drug Discovery, PIDD) and plant science (Purdue Institute for Plant Science).

Purdue University is uniquely positioned to foster international cooperation in education and research with SVU on capacity-building activities that fuse together Entrepreneurship and Pharmaceutical Sciences over an initial 12-month period in three main pillar areas:

- I. Entrepreneurial Ecosystem Development
- II. Research Collaboration
- III. Core Facility Training


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Details of each of the three pillars as well as a draft 12-month activity timeline and corresponding budget follow:

I. Entrepreneurial Ecosystem Development

Purdue proposes to use its premiere ideation workshop "Firestarter" as the core of this collaboration pillar. The Purdue Foundry, which designed this curriculum, has a proven track record of assisting innovators move their *Ideas to Impact*. During the first five years of its existence, the Foundry helped kindle the creation of 203 startup companies utilizing this methodology. The creation of the new Firestarter Digital platform makes the curriculum perfectly suited to this Purdue-India collaboration as the digital materials and train-the-trainer approach allow for large-scale dissemination, potentially impacting the entire university community at an affordable cost. While this program will be custom-designed for the Pharma/Drug Discovery sector, the philosophical undergirding of the program is broad and thus, in the future, trained facilitators have the flexibility to generalize local curricula to serve prospective entrepreneurs from multiple sectors.

Firestarter in a nutshell: Firestarter is an 18-hour ideation workshop where entrepreneurs evaluate their ideas to identify a first business model hypothesis. Working together in small cohorts, the entrepreneurs are challenged to develop a clear, concise message that explains the value of their idea for a market; identify potential market opportunities and evaluate best product-market fit. Entrepreneurs then identify potential customer segments and learn more about their needs; design a first go-to-market strategy and Business Model Canvas; and present their first business model hypothesis and get feedback. The curriculum for this custom-designed Firestarter for Pharma workshop will be adapted to specifically address the unique market and regulatory issues related to the industry. An axiom embraced by many budding entrepreneurs is "Fail Fast;" this guiding message could not be more relevant in the Pharma/Drug-discovery sector where the average cost of bringing a drug to market is \$2.7 billion USD (*Tufts Center for the Study of Drug Development*).

Phases of Entrepreneurship Collaboration:

Phase 1 - Facilitator Training: SVU will send a group of facilitators to Purdue—a minimum of three and a maximum of ten faculty and/or staff who will experience and be trained on the Firestarter methodology and then be expected to facilitate future training cohorts at SVU. Classroom hours: 18. Ideal time period: two weeks, in months three or four of the 12-month collaboration (see below for timeline).

Phase 2 - Ecosystem Development: After learning about Purdue's entrepreneurial ecosystem firsthand and being trained to offer Firestarter Digital, facilitators will return to the SVU campus to set up their first offering of the course, while also being in a better position to critically assess their current ecosystem and design a plan to develop the assets and resources needed for budding entrepreneurs to bring their ideas through market validation, planning, and execution stages. During this stage, two Purdue Foundry professionals will also travel to campus to assist the university facilitators and administrators in setting up their first Firestarter Digital course while providing advice to SVU on building a master entrepreneurial ecosystem plan. Purdue specialists will spend 3-4 business days on campus and also be available during the duration of

the 12-month project to provide additional feedback and advice on the university's ecosystem development.

Phase 3 – Firestarter Digital Offered by SVU to its first cohort of up to 30 participants. The traditional Purdue Firestarter course is designed for busy students and professionals and thus the 18-hour course is traditionally spread over a 6-week period. Firestarter Digital provides the educational content digitally but requires a facilitator to be on-site to guide the cohort through the exercises. Purdue Foundry will provide marketing materials and advice to help SVU attract participants in their community. The Foundry will also provide all participants in the cohorts with access to the Firestarter videos and materials through an online platform that will be maintained by the Purdue Foundry.

During the Firestarter digital course, Purdue's Office of Technology Commercialization (OTC) will also send an expert in patent law and commercialization to India as an additional enrichment activity for course participants and to conduct a stand-alone training on IP Fundamentals. Purdue will also send an expert faculty member with a proven track record of bringing new drugs from ideation to market as a guest lecturer.

Phase 4 – In the final month of the collaboration, Purdue will invite facilitators back to campus to debrief on lessons learned that can be applied to their next cohort. As timing permits, the facilitators will also ideally interact with other facilitators from different communities to benefit from a variety of experiences. This 3-5 day debrief will also be an opportunity to roll out new material and exercises, introduce updates to the materials, and allow for facilitators to participate in a start-up fund competition that they may then wish to replicate on campus.

Deliverables: Facilitators will receive a Firestarter Digital Facilitator certification while Firestarter Digital participants will receive a Firestarter Digital Certificate of Completion.

II. Research Collaboration

The second pillar for collaboration, Research, is an indispensable component of any sustainable university engagement.

SVU will identify at least three (and up to ten) most promising current research projects that have the potential for commercialization. The top one or two projects (based on merit, commercialization potential, and synergy with Purdue research) will be matched with Purdue researchers/labs. The goals of the collaboration will include: commercialization analysis, introduction to potential industry partners, possible joint publications, and the possibility to embed a visiting Indian researcher at Purdue for 9 months under "visiting scholar" status to deepen joint research ties. Groups will be encouraged to seek outside grant opportunities to sustain collaborative research beyond the initial project period.

III. Core Facility Training

The third pillar of the Purdue-SVU partnership is Core Facility Training. SVU faculty, students, and staff will be provided with access and training for state-of-the-art equipment to support basic and translational research in a broad range of scientific fields. Instrumentation, facilities, software and professional assistance are available for the design and conduct of specialized measurements, analysis and interpretation of data, and research collaboration. In their initial

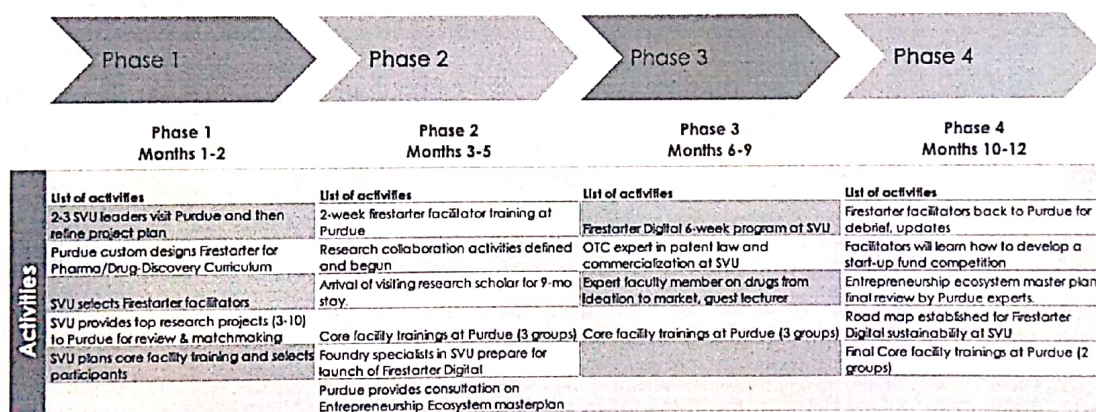
visit to campus, SVU faculty will define which core facilities they wish to visit:
<https://www.purdue.edu/research/life-sciences/core-facilities.php>

Funds Required

The anticipated total Purdue budget for this 12-month, three-pillar collaboration is approximately **\$275,000-\$285,000 USD**. *payable 50% before the commencement of activities and 50% by day one of month seven of the collaboration.

**Travel: This amount does not include SVU travel expenses to Purdue, but does include Purdue international travel expenses and support for faculty traveling to SVU. Firestarter: 120 licenses budgeted for Firestarter Digital Workshops to be held at SVU. Research Collaboration: Costs associated with one nine-month visiting scholar included but additional funding required for the research collaboration pillar on a case-by-case basis to enhance, depending on the specific requirements of the projects and any expendables/additional laboratory costs associated with them. Core Facility Training: Eight 8-hour trainings budgeted at the average core facility rate, but actual price will depend on core facilities chosen by SVU.*

Work Plan Draft Timeline



THE AGREEMENT TERMS

- 1. Period of Agreement.** This Agreement becomes effective on the date of the last signature and will remain in full force and effect for a period of five (5) years. Prior to the expiration date, the agreement may be reviewed for possible renewal for a further five (5) year period. In addition, either party terminates this agreement as indicated in Section 3 below.

2. Termination

This Agreement may be terminated prior to the Termination Date in any of the following ways:

- a) Termination by Agreement.** The Parties may mutually agree to terminate this Agreement in writing, on the terms and dates stipulated therein.

- b) Early Termination. Either Party may terminate this Agreement at any time with or without cause by delivering written notice of termination to the other Party at least ninety (90) days prior to such early termination.
- c) Termination for Cause. Either Party may terminate this Agreement upon a material breach by the other Party which is not cured within thirty (30) days of written notice of such breach to the other Party. Any second or subsequent material breach within a particular one (1) year term, whether such breach is of the same kind or not, shall be grounds for immediate termination of this Agreement.
- d) Ongoing Obligations Upon the termination of this Agreement, the provisions herein shall cease to be in force and effect: provided, however, that termination of this Agreement shall have no effect on the following obligation of either party: (i) obligations accruing prior to the date of termination; (ii) any student(s)/faculty who may be enrolled in an activity or agreement shall be permitted to complete said activity or agreement; and (iii) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement, including without limitation, confidentiality of information.
3. **Initiation of Activities.** It is expected that activities taking place under this Agreement will be initiated primarily by academic units and International Offices within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution.
4. **Period of Activities.** Each activity is for a 12-month period, with the option of renewal, pending available funding/resources on each side.
5. **Use of Name.** Sri Venkateswara University will not use the name of Purdue University, nor of any member of Purdue University's program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Purdue University. Purdue University will not use the name of Sri Venkateswara University, or any employee of Sri Venkateswara University, in any publicity, advertising, or news release without the prior written approval of Sri Venkateswara University.
6. **Nondiscrimination.** Purdue University and Sri Venkateswara University agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
7. **Modification.** The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the parties hereto.
8. **Confidential Information.** All non-public information exchanged under this Agreement is agreed to be "Confidential Information." Confidential Information may

include, without limitation, information regarding research, plans, specifications, processes, systems, methods, formulations, technical information, intellectual property, business and financial data, and customers' or suppliers' names. Should it be necessary for Personnel from either party to receive confidential information in order to perform the activities under this Agreement, the both Universities, and their staff agree to use their best efforts to prevent the disclosure of any such information furnished by the either party.

- 9. Indemnity; Disclaimer; Limitation of Liability.** Any Materials or Information provided as part of this agreement are for educational purposes only. Purdue disclaims warranty of merchantability or fitness for a particular purpose and makes no warranty or any other warranty, expressed or implied.
- It is understood that Purdue, SVU, their employees, and agents have no liability in connection with such Materials and Information or their use. The Recipient University shall indemnify, hold harmless, and defend the Disclosing University and their employees and agents including all attorneys' fees against any claims, demands or suits of any type arising out of Recipient University's use of the Materials and/or Information provided under this Agreement, except when such claims, demands or suits result from the gross negligence or willful misconduct on the part of the Disclosing University.
 - Nothing in this Agreement grants any rights to any patents, any know-how of either Party, and any rights to use the Materials, Information, and or any product or process related thereto or derived therefrom (including Modifications) for profit-making or commercial purposes.
- 10. Foreign Corrupt Practices Act -** Purdue University and Sri Venkateswara University represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this Agreement or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.
- 11. Choice of Law and Dispute Resolution.** This Agreement and all amendments, modifications, alterations or supplements hereto and the rights of the parties under this Agreement shall be construed under and governed by the laws of the State of Indiana (without regard to conflicts of law rules) and the United States of America. In the event of any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute (a "Dispute"), such Dispute shall be resolved as follows:
- Negotiation.** Any Dispute shall first be resolved through good faith negotiations between the parties. Toward this end, the parties shall use their best efforts to settle the Dispute by direct negotiations between their designated

officers or representatives having appropriate settlement authority. If such officers or representatives cannot resolve the Dispute within thirty (30) days, then the matter shall be referred to Sponsor's most senior officer and Purdue's Vice President and Assistant Treasurer, who will meet to resolve the Dispute.

- b. **Mediation.** In the event the dispute cannot be resolved through friendly negotiations within the time set forth above, the parties agree to submit the dispute to mediation under the International Centre for Dispute Resolution in accordance with its International Mediation Rules, available at:
https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf.

The language of the mediation shall be English, with translators provided at the expense of the requesting party. The location of the mediation shall be New York, New York; provided, however, that if the International Centre for Dispute Resolution is able to conduct the mediation through teleconference, videoconference or other electronic means through which all parties can be heard simultaneously, then the mediation may be conducted electronically. The costs of the mediation and the mediator would be shared equally between the parties. Each side would be responsible for its own expenses in connection with travel to the location of the mediation, if any.

- c. **Arbitration.** In the event the parties have not resolved the dispute within sixty (60) days after service of a written demand for mediation, then the parties shall agree to submit the dispute to international arbitration under the International Centre for Dispute Resolution in accordance with its International Arbitration Rules available at:
https://www.icdr.org/sites/default/files/document_repository/ICDR_Rules.pdf.

The language of the arbitration shall be English, with translators provided at the expense of the requesting party. The location of the arbitration shall be New York, New York, U.S.A. The costs of the arbitration and the arbitrators would be shared equally between the parties. Each side would be responsible for its own expenses in connection with travel to the location of the arbitration, if any. Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties. Notwithstanding any language to the contrary in the contract, the parties hereby agree that a final award issued through arbitration may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"). Appeals must be initiated within thirty (30) days of receipt of a final award, as defined by rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the International Centre for Dispute Resolution. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

12. Designated Administrative Officials. Each party shall designate a person or office to serve as liaison for implementing this Activity Agreement.

For Purdue, the contact person will be Heidi Arola, Managing Director, Global Partnerships, 1201 W. State Street, Rm. 134, West Lafayette, IN 47907-2057.

For Sri Venkateswara University, the contact person will be Prof. D. V. Prasada Rao, Coordinator, RUSA-SVU, Tirupati- 517502, Andhra Pradesh, India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as indicated by their signatures below:

PURDUE UNIVERSITY



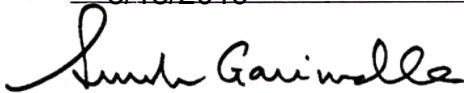
E. Daniel Hirleman, Chief Corporate and
Global Partnerships Officer

Date: 3/18/2019



Keh L. Sandel
Senior Director, Sponsored Program Services

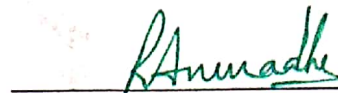
Date: 3/18/2019



Suresh Garimella
Executive Vice President for Research and Partnerships

Date: 3/18/2019

SRI VENKATESWARA UNIVERSITY



Prof. R. K. Anuradha,
Registrar.

Date: 15/03/2019

REGISTRAR
S.V. UNIVERSITY
TIRUPATI



Prof. S. Vijaya Bhaskara Rao,
Dean, Research and Development.

Date: 14 March 2019

Prof.S. VIJAYA BHASKARA RAO
Dean, Research & Development
Sri Venkateswara University
TIRUPATI-517 502

APPENDIX - A

PROJECT PAYMENT

The Sponsor agrees to pay the cost of performance of the Project described in the Activity Agreement in the amount of \$275,000-\$285,000 USD, as described on page 4 of the Agreement, Section: Funds Required, in accordance with the payment schedule set forth (50% before the commencement of activities and 50% by day one of month seven of the collaboration). The invoices for the payment of Project will be sent to:

Contact Person: _____
Address: _____
Phone: _____
Secondary contact: _____
Email/E-Invoice: _____

Payments by Check:

Payments will be made to Purdue University and mailed to:

Purdue University
Sponsored Program Services
23510 Network Place
Chicago, Illinois 60673-1235

Payments via Electronic Funds Transfer:

Bank Name:	JPMorgan Chase Bank, NA
Address:	One First National Plaza, Chicago, IL 60670
Swift Code:	CHASUS33
Wire Routing Number:	021000021
American Banking Assoc. Number:	071000013
Account Number:	5157579
Account Title:	Purdue University

The memorandum section of the wire must specify the invoice number or award number. Purdue University only accepts wires in U.S. Dollars. Electronic transactions may be returned within 45 days if the transaction information is insufficient.

The payment schedule is as follows:

\$140,000 USD Payable upon execution of this Agreement

Balance Due on day one of month seven of the collaboration