

Drug Discovery Hackathon 2020 (DDH2020) platform welcomes all those wish to join the open source drug discovery Hackathon against Covid-19. DDH2020 is a joint initiative of AICTE, CSIR and supported by Office of Principal Scientific Advisor, Govt. of India, NIC and MyGov.

DDH2020 Vision and Mission: It is to establish 'Open innovation Model' for *in silico* drug discovery against SARS-CoV-2 virus and will cover the various processes in drug discovery, including but not limited to, *in silico* screening of molecules, lead optimization and identification of druggable non-toxic targets.

The targets/tools/lead molecules identified through the process of DDH2020 will be further taken forward for synthesis followed by subsequent steps in routine drug discovery program.

DDH2020 enables competing and subsequently sharing drug discovery, information, including but not limited to, ideas, articles, papers and other literary work, data, software, applications, notes, results of experiments, patented inventions, confidential information and other materials (hereafter referred to as Information) submitted by the users.

DDH2020 is an initiative through which best minds from various field will compete and collaborate and collectively solve complex problems associated with discovering drug molecules against Covid-19 through a process of hackathon.

DDH2020 offers its services, including that of its website(s), related websites whether called as a website or portal (hereinafter referred to as Portal) to all those who are keen on participating in DDH2020. By using this 'Portal' you agree to work in furtherance of the DDH2020 goal.

To use the Portal, its contents, Information and other services you agree to the following terms and conditions (Terms), the relevant applicable laws of your jurisdiction, DDH2020 policies, guidelines or amendments thereto that may be made available on the and intimated to you from time to time.

These Terms may be updated in future by organizing committee and you will be able to find the most current version of these Terms on the Portal. By agreeing to the Terms you agree to abide by the future revisions as well.

In formulating these 'Terms' the DDH2020 addresses the potential problem of third parties acquiring proprietary rights based on the information available on its Portal, either pre-existing or generated by the DDH2020 participants/community, or during the drug discovery process or otherwise, without contributing the improvements made thereon by them back to DDH2020.

DDH2020 recognizes that in furtherance of its vision it may be required to prosecute appropriate legal action against those violate the condition that all improvements to or using the Information should be submitted back to DDH2020. Towards this end, all participants are required to authorize the partnering institutions acting on behalf of DDH2020, to sue for violation of these Terms pertaining to whatever they contribute, to, for the sole purpose of taking legal action against any violation of the Terms and only for that purpose.

Terms and Conditions (Terms)

1 Use of Services

1.1 DDH2020 is an international competition offered through its Portal to you, provided that you are of legal age to enter into a binding contract and are not a person barred from participating in DDH2020 by

the laws of India or any other applicable jurisdiction. The use of this site constitutes your acceptance of these Terms, which take effect immediately on your agreeing to these Terms. DDH2020 acting through its Organizing Committee reserves the right to change these terms and conditions at any time by posting changes on the DDH2020 Portal.

1.2 In order to access the Information and services available on DDH2020 Portal you are required to provide current and accurate details for contact as well as other information required as part of the registration process. You agree to provide accurate particulars on any online form(s) available on the Portal that you may be required to fill.

1.3 You are responsible for maintaining the confidentiality of your password, and you alone will be responsible for all the activities from your account.

1.4 You are responsible for regularly reviewing information posted online to keep abreast of any changes. DDH2020 does not accept any responsibility to keep you informed about any changes in the Portal or the Terms. Your continued use of the site after changes are posted on the Portal constitutes your acceptance of the Terms as modified.

2 Appropriate content

2.1 You agree that you are responsible for any content that you create, transmit or display while using the Portal. You agree to use these services only for the purposes that are legal and proper, in accordance with the vision and purpose of DDH2020 and in accordance with the Terms and any applicable policies or guidelines.

2.2 You agree that you will not act or indulge in any activity that will disrupt the services of the Portal or services provided therein or the connected or related networks.

3 Proprietary Rights

3.1 The Portal, its services, the content, Information, and results of collaborative research including, but not limited to, the identification of drug-able non-toxic targets, *in silico* screening of molecules, tools/algorithm developed for supporting drug discovery and lead optimization will constitute 'Protected Collective Information'. You agree that the ownership of this 'Protected Collective Information' belongs solely to the DDH2020 and is the proprietary right of DDH2020 to use it for further development as per the decision of the organizing committee.

3.2 Any appropriation of the Protected Collective Information to acquire proprietary rights is violation of DDH2020 objectives and will be liable to legal action under the applicable laws.

3.3 DDH2020 being a multi-phase competition, participants are expected to strictly adhere to timelines and deadlines is expected. No exception will be considered.

3.4 As DDH2020 is a multi-phase competition, the parameters and process of evaluation of entries submitted by participants will be decided by the separate 'Evaluation Committee' chaired by an eminent expert. The decision of 'Evaluation committee' regarding 'Results of DDH2020' will be final and binding to all participants. No further representation will be entertained.

3.5 As participant, you agree that using DDH2020 Portal and in consideration thereof you agree that any Information submitted by you or generated using the Portal shall form a part of the Protected Collective

Information to be shared and used by the DDH2020 Organizing Committee for furtherance of its objective. You authorize DDH2020 acting through its organizing committee to take any action in furtherance of the vision of DDH2020. Such actions taken by DDH2020 organizing committee will be informed to participants through the Portal.

3.6 You agree that Protected Collective Information is a valuable proprietary right of DDH2020 and DDH2020 has the right to work on submitted ideas/concepts/tools to take them forward for further development.

3.7 You assign to DDH2020 the worldwide royalty free exclusive license on any Information or IP that you own submitted by you to Protected Collective Information for the sole purpose of use of DDH2020 members for furthering the vision and mission and for that purpose only. It is understood that if your intellectual property rights are used for any purpose contrary to the Vision and Mission, this assignment shall stand unconditionally revoked.

3.8 In the event of your acquiring any intellectual property rights by making improvements or modifications based on any part of the Protected Collective Information, outside the ambit of the DDH2020 you shall grant an unencumbered worldwide royalty free perpetual exclusive license to the DDH2020 for use of such rights for further research in furtherance of its Vision and Mission.

3.9 You agree that DDH2020 through AICTE & CSIR may license any research result generated out of DDH2020 for the sole purpose of furthering the Vision and Mission of DDH2020.

4. Your Rights

4.1 You may access the Protected Collective Information released by Organizing committee for DDH2020 purpose only.

4.2 You may make improvements, additions and modifications on the Protected Collective Information as part of DDH2020 competitions as per the norms approved by the organizing committee.

4.3 You may submit your patented inventions without any encumbrances and ensure no third party rights are in conflict before submitting as entry for DDH2020. You may retain the rights over the patents except to the extent to be used in the DDH2020 and for selling any product or process arising out of the use of your invention in DDH2020 processes. By submitting your patented invention for DDH2020 you agree not to place any encumbrances on the product or process arising out of the use of your patented product or process for fulfilling the Vision and Mission of DDH2020. You agree that any use of your patented invention for the drug discovery process and any Information generated out of use of your patented invention while being used for drug discovery process on DDH2020 shall belong to Protected Collective Information.

4.4 You may use your patented invention or technology kept as trade secret to generate Information for submitting entry in DDH2020 without licensing or disclosing or in anyway parting with such invention or technology, but submit the Information so generated to DDH2020 to be a part of Protected Collective Information.

5. Other Terms

5.1 DDH2020 respects Intellectual Property Rights of others and expects the members not to infringe the Intellectual Property Rights of any third party contributing to the Protected Collective Information or while

involving themselves in the drug discovery process. If any infringing material is posted on the Portal, it should be brought first on the discussion forum so that appropriate action can be taken. If infringing materials are posted online, the administrator will have the rights to take down or remove them without any notice.

5.2 The source code of all copyrighted software programs made available on this Portal should be open, in the sense that it is available and any software derived out of the software available on the Portal should also make the source code available.

5.3 You agree not to indulge in any attempts to destroy or deface the Portal including but not limited to knowingly introducing viruses and to bear the cost and consequence of any such action arising from your account.

6. Intellectual Property Rights:

6.1 In consideration of the organising committee of DDH2020, AICTE and CSIR allowing you to participate in the DDH2020 and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, you agree as follows.

Ownership:

6.1.1.1 Intellectual property generated in regards to a particular problem statement shall belong to DDH2020 which may be licensed by DDH2020 to further to promote the 'vision and mission' of DDH2020.

6.1.1.2 You grant, all of your intellectual property and proprietary rights submitted by you to DDH2020, the following exclusive, perpetual, irrevocable, royalty free, fully paid up rights:

(a) to make, use, copy, modify, and create derivative works of such intellectual property,
(b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and

(c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

6.1.1.3 Further Undertakings: You agree to execute and deliver such documents and take such other action as may be required or requested by DDH2020 to carry out by these Terms. If, because of your mental or physical incapacity or for any other reason whatsoever, DDH2020 is unable to secure your signature to apply for or to pursue any IP, copyrights or other protection for any Invention assigned to the DDH2020 as stated above, you hereby irrevocably designate and appoint the DDH2020 and its duly authorized officers and agents as your agent and attorney-in-fact, to act for you and in your behalf and stead to file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such patents, copyrights, or other protections with the same legal force and effect as if executed by you. You will testify at DDH2020 team's request in any litigation or other legal proceeding that may arise during or any time after the conclusion of the DDH2020 initiative. You agree and undertake to disclose all the findings and agree not to share/disclose any proprietary information without appropriate consent.

6.1.1.6 Confidentiality: As used in this Policy, "Confidential Information" means all information previously or subsequently disclosed to you or observed by you that relates to various collaborators or organisers, viz. DDH2020, AICTE and CSIR, that is identified as being proprietary and/or confidential, or that, by the nature of the circumstances surrounding the disclosure or your observation, reasonably ought to be treated as proprietary and confidential.

The disclosure of any Confidential Information, shall not be construed as granting, either expressly or by implication, estoppel or otherwise, any intellectual property right, title, or license under any invention or patent now or hereafter owned or controlled by the Disclosing Party (collaborators or organisers).

The ownership of intellectual property rights (if any) in the Confidential Information shall vest in the Disclosing Party (collaborators or organisers).

The participant shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the Confidential Information disclosed to it by the collaborators or organisers.

The participant shall not oppose or direct or cause any persons to oppose any application seeking intellectual property rights relating to the Confidential Information filed by the collaborators or organisers.

The participant shall not invalidate/revoke or direct or cause any persons to invalidate/revoke any intellectual property right relating to the Confidential Information obtained by the collaborators or organisers.

7 Indemnity

7.1 You agree to hold harmless and indemnify DDH2020 from and against any third party claim arising from or in any way related to your use of DDH2020, the Portal and/or services offered by it, violation of the Terms or any other actions connected with use of DDH2020 services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

7.2 You agree that you are solely responsible for all contents posted by you on the Portal and indemnify DDH2020 and AICTE & CSIR (India) from any third party claim relating to Intellectual Property or any other rights.

8 Disclaimer of Warranties You expressly understand and agree that:

8.1 Your use of DDH2020 services is at your sole risk. DDH2020 services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, DDH2020 expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

8.2 This Portal has been designed in good faith for DDH2020 team, but no representation is made or warranty given [either express or implied] as the completeness or accuracy of the information contained therein. DDH2020 do not warrant that (i) DDH2020 services will meet your requirements, (ii) DDH2020 services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of DDH2020 services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through DDH2020 services will meet your expectations, and (v) any errors in the software will be corrected.

8.3 Any material downloaded or otherwise obtained through the use of DDH2020 services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

8.4 By accessing this site you agree that DDH2020 or AICTE/CSIR will not be liable for any direct or indirect loss arising from the use of the Protected Collective Information or other material contained in the Portal. The Protected Collective Information available in this Portal belongs to and remains solely with DDH2020.

8.5 No advice or information, whether oral or written, obtained by you from DDH2020 or through or from DDH2020 services shall create any warranty not expressly stated in the terms.

9 Limitations of Liability: You expressly understand and agree that DDH2020 and AICTE/CSIR (India) shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if DDH2020 have been advised of the possibility of such damages) resulting from: (i) the use or the inability to use DDH2020 services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from DDH2020 services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on DDH2020 services; or (v) any other matter relating to DDH2020 services.

10 No Third Party Beneficiaries: You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

11 Notice: You agree that DDH2020 may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on DDH2020 services.

12 General Information: Entire Agreement: The Terms (including any policies, guidelines or amendments that may be presented to you from time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and DDH2020 and govern your use of DDH2020 services, superseding any prior agreements between you and DDH2020 for the use of DDH2020 services.

13 Waiver and Severability of Terms: The failure of DDH2020 to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

14 Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of DDH2020 services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15 You agree to indemnify DDH2020 and AICTE and CSIR India against all legal fees, damages and other expenses that may be incurred by a result of your breach of the Terms.

16 These Terms shall be construed in context of the laws of the Republic of India. You hereby consent to the exclusive jurisdiction of the courts in National Capital Territory of Delhi, and hereby waive any objections to jurisdiction and venue in such courts, including any objections based on *forum non conveniens*. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, the remainder of the presented terms shall not be affected, and these Terms shall continue in full force and effect.

The section headings in the Terms are for convenience only and have no legal or contractual effect.