

## Collaborative Research Agreement

(CRA)

This Collaborative Research Agreement ("Agreement") is made on this 8-9-25 day of August, 2025 ("Effective Date") at New Delhi.

BY and BETWEEN

### 1.0 First Part

**All India Institute of Medical Sciences**, Institute established under the **AIIMS Act 1956** having its office at **Ansari Nagar, New Delhi-29**, hereinafter referred to as "**AIIMS**" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and assignees)

AND

### 2.0 Second Part

ITM University, an Institute established under UGC-recognized institution, established in 2011, having its office at NH-75, Jhansi road, Gwalior, Madhya Pradesh, 474001, hereinafter referred to as "**Collaborator01**" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees).

And (if not required please write...Nil)

### 3.0 Third Part

M/s NILL, a Company incorporated under the Companies Act, 1956 having its registered office at NILL, hereinafter referred to as "**Collaborator 02**" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees).

4.0 **WHEREAS** all the parts are hereinafter referred to as "**Parties**" and all annexures to the CRA shall be read as integral part of CRA.

5.0 **WHEREAS** the Parties have conceived a Project entitled "**Identifying aberrant visual and speech profiles in children with attention deficit/ hyperactivity disorder**".

6.0 **AND WHEREAS**, the Parties to this Agreement desire to establish common framework to facilitate in terms of exchange of information, material, to carry out research, seek funding and to execute such other agreements as may be necessary for the Project.

**NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:**

### 7.0 Subject Matter of Co-operation

Objectives related to the Project entitled "**Identifying aberrant visual and speech profiles in children with attention deficit/ hyperactivity disorder**" as stated hereunder;

#### Primary

1. Scrutinizing the accuracy of visual attention task in ADHD detection.

2. Examining the correlation of differential vocal features in ADHD children.

Secondary

1. Comprehensive analysis of clinical samples.
2. In-depth epigenetic evaluation of clinical samples.

8.0 Definitions

8.1 Background IP= All pre-existing IPR/know-how of the parties concerning the subject matter of cooperation

8.2 Project IP= All inventions, innovations, processes, technologies and end products that are outcomes of the Project excluding the pre-existing IP/Know-how.

8.3 "Publication" to publish = disclosure of work results including lecture and papers at workshops or conferences.

9. Work programmes of the parties

That the Parties together will constitute the collaborators to above Project, primarily due to the (pre-existing research collaboration/ mutual interests/ desire to share their expertise/ any other – the reasonable consideration to be specified)

(a) Mutual Interest

(b) Desired to their expertise

9.a. AIIMS will primarily carry out the following objectives under the Project

- a. Scrutinizing the accuracy of visual attention task in ADHD detection.
- b. Examining the correlation of differential vocal features in ADHD children.
- c. Comprehensive analysis of clinical samples through whole genome sequencing.
- d. In-depth epigenetic evaluation of clinical samples.

9.b. ITM University will primarily carry out the following objectives under the Project

a. **Registration**

9.c. Collaborator 02 will primarily carry out the following objectives under the Project

a Not Applicable

b Not applicable

The Parties agree to comply with all applicable and respective International and National Laws that applies to any process or service or activity undertaken during the execution of the Project.



## 10 Sharing of resources

The Parties shall share the required resources to further the Project objectives in terms of this Agreement. Please mention the resources committed from both side  
The above Project components shall be carried out at;

### At AIIMS

- a. Human ethical clearance
- b. Patients recruitment and screening
- c. Eye tracking and voice acoustic profile
- d. Saliva collection
- e. Epigenetic analysis

### At ITM university

- a. Registration of Ph.D

## 11 Right of use (if background IP is not there, write "NIL")

Background IP The background Know-how/ IP of the Project belongs to **AIIMS NEW DELHI** and can be used freely by the parties for execution of the Project within the scope of their own objectives Each party shall promptly make written disclosure to discuss and coordinating with one another the aspects of Project IP, Publication needs, commercial exploitation of Project IP etc.

## 12 Confidentiality

12.1 During the tenure of the Agreement, all the Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project for any purpose other than in accordance with this Agreement. It shall be the responsibility of all the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project. The Parties shall not have any obligation of confidentiality with respect to any information that:

12.2.0 is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or

12.2.1 was already in possession of the recipient prior to receipt from the disclosing party; or

12.2.2 is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality

12.2.3 obligation to the disclosing party; or

12.2.4 was disclosed to any third party on a non-confidential basis prior to commencement of the Project; or

12.2.5 is required by public authority, by law or decree.

### 13 Indemnification

Except to the extent proximately caused by the gross negligence or wilful misconduct, each Party shall indemnify and hold harmless the other Parties.

### 14 Work results and Intellectual Property governance

#### 14.1 Background IP Rights:

All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how, and inventions, including any patents, designs, copyrights, trademarks and any applications for patents, designs, copyrights or trademarks, in India and anywhere else in the world, that are owned by or vest in any Party before execution of this Agreement ("Background IP") shall remain the property of such Party.

#### 14.2 Project IP:

Project IP means intellectual property that arises as a result of the conduct of this collaborative Project, excluding the background intellectual property generated by any Party before execution of this Agreement and any IP generated by the Parties outside the scope of this Agreement even during the term of this Agreement.

Unless otherwise agreed, the parties will jointly own and seek protection for Project IP. The party shall mutually agree the concerning the cost of filing, maintenance and commercial exploitation of Project IP.

14.3 NOTE: If the Collaboration is between two academic entities or institutes the ownership and the cost sharing shall be done by AIIMS, New Delhi.

### 15 Results of the Project

If implementation of this Project generates know how or data in a manner that results in a new patent application, then the Parties will jointly own and seek protection of Project IP and shall mutually agree upon the concerning the cost of filing and maintenance of Project IP. Such separate Agreement on joint arrangement shall be entered into by the Parties at or before the filing of Project IP including the benefit sharing terms.

### 16 Exploitation of the Results

16.1 Situation 1: Where collaborative analysis, validation and scientific inputs of AIIMS enables further scaling up and exploitation of the resultant Product/Technology, even if there is no Project IP, then the Parties shall agree to the benefit sharing mechanism that follows.



The collaborating institutes can engage a suitable mechanism for commercial exploitation with suitable terms and conditions agreeable with their own policies.  
If the collaborator is a Company, they will pay royalty of 2% (negotiated rate) of the annual revenue from the Net Sales of such resultant Product/Technology to AIIMS for a period of 7 years (negotiated duration) from the date of occurrence of the event of commercial exploitation.

Royalty for each financial year shall be payable within 60 (sixty) days of close of corresponding financial year.

16.2 Situation 2: Exploitation and benefit sharing shall be in accordance to the provisions given below where AIIMS is the owner of the Background IP and/or the Project IP.

If the collaborating Party is a Company, it will have the first right of refusal regarding the commercial exploitation of the resultant Product unless agreed otherwise between the parties. The Minimum Annual Royalty (MAR) shall be applicable amounting to Rs. Not Applicable shall be applicable from the first sale of the product(s). (Please retain the aspect if relevant).

If the Company collaborator intends to transfer or sell/ assign the Product's interests to any third party, it shall take prior written permission from AIIMS and AIIMS will recover the due Royalty amount at the applicable percentage of the net resultant income excluding tax and actual expenses incurred towards maintenance of related IP rights, as certified by the Chartered Accountant.

The Parties can also negotiate a one-time payment of lumpsum Royalty based on a minimum Annual Royalty (MAR) for a specific time period, in lieu of the annual Royalty Payment as stated above, that can be agreed to at any time before the event of exploitation.

In case of non-payment of Royalty, without prejudice to any other rights under this Agreement, the amount can be recovered by AIIMS through procedures available in Law. (Additional points can be added by the parties here on account of case-based requirement)

NOTE: 'Net Sales' for this purpose shall mean gross sales by the Company/ its licensee/ its sub-licensee excluding tax(es), as certified by the Chartered Accountant.

'Exploitation' shall mean any or all activities which are necessary to develop, have developed, make, have made, modify, improve, use and/or Commercialize the Product, globally.

"Product" shall mean products, services, processes, technologies, materials, software or other innovations resulting from this Project which would generate commercial income.

### **17 Publications**

The parties can jointly publish the work results. In as much as the parties do not jointly publish, the party communicating the work result shall require the prior consent of others. The Parties will not publish in any manner with regard to the work results which will be in derogation to the creation and protection of IP and related rights as stated above.

### **18 Force Majeure**



The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

Nothing in this MoU constitute or to be constructed a party as the partner, agent employee, or representative of the other party. That one party must not act independently of the other party and does not have the right or power to commit the other party on any matter or incur any obligation on behalf of or pledge the credit of the other party without the prior written consent and written approval of the other party.

## **19 Validity and Termination**

The Agreement shall be effective from the date of its signing by all the Parties as mentioned at the beginning of these presents. The Agreement shall be valid for valid for 4 years.

## **20 Alterations**

Any alteration and amendment to this Agreement shall be made in writing by all the parties involved

## **21 Transferability of Rights and Duties**

Rights and Duties in this Agreement cannot be transferred or assigned to third party either in whole or in part, without the prior written consent of the other parties.

## **22 Termination**

This Agreement can be terminated by either party at any time before the end of the term, subject to three months' prior written notice and the settlement of any outstanding obligations.

## **23 Dispute Resolution and Governance (only for International Collaborations)**

Any dispute or disputes arising out of this MoU or its enforcement the concerned parties to this MoU will resolve the same amicably. However, in case if the dispute remains unresolved it shall be referred to an Arbitrator. (ICADR), an autonomous Agreement organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 as amended on the date of reference of the dispute subject to Delhi Jurisdiction. The venue or arbitration shall be at Delhi/New Delhi only. The award of arbitrator shall be final and binding o the Parties. The arbitration proceedings shall be in English language. This clause shall survive termination or expiry of this MoU. This Agreement shall be governed, construed and interpreted in accordance with



the laws of India. The courts of Delhi/New Delhi (India) alone shall have the sole and exclusive territorial and pecuniary jurisdiction for all the disputes or other matters arising out of or in connection with this MoU.

## 24 APPLICABLE LAW

This contract is governed by the laws of India.  
The provision of this Clause shall not become inoperative notwithstanding the Agreement expiring or ceasing to exist or being terminated or foreclosed.

## 25 Notices

Notices shall be sent to the contact person at the address as set forth below or such address as one party shall have officially furnished to the other in the event of any change.

**IN WITNESS WHEREOF**, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Investigator from AIIMS

Name: Dr. Suman Das

Affiliation: Assistant professor,

Department of Physiology,

AIIMS, New Delhi

Signature, Date and Seal  
Date: 28/08/25



Dr. SUMAN DAS  
सहायक आचार्य/Assistant Professor  
शरीरक्रिया विज्ञान विभाग/Deptt. of Physiology  
आयुर्विज्ञान संस्थान  
All India Institute of Medical Sciences  
नई दिल्ली/New Delhi-110029

Authorised Signatory from

Dean Research  
संकायाध्यक्ष (अनुसंधान) / Dean (Research)  
अनुसंधान विभाग/Research Section  
अ.भा.आ.सं., नई दिल्ली / A.S., New Delhi-29  
AIIMS, New Delhi

Investigator from ITM University

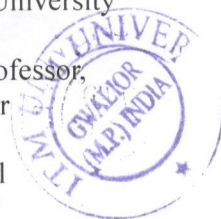
Name: Dr. Rita Sharma

Affiliation: Assistant Professor,

ITM University, Gwalior

Signature, Date and Seal

Date: 28/08/25



Authorised Signatory from

Dr. Omveer Singh

Registrar,

ITM University, Gwalior

REGISTRAR  
ITM UNIVERSITY  
Gwalior (M.P.)

Date: 28/08/2025