

## AGREEMENT

This Agreement is made and entered into as of (**Date/month/year**) by and between **the Chairperson, Center for Public Health, Panjab University, Chandigarh**, located at Sector 14, Chandigarh, 160014, India (hereinafter referred to as 'CPH'), of the **FIRST PART**.

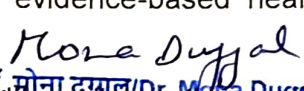
**AND**

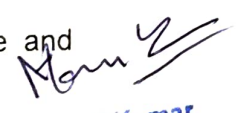
**Indian Council of Medical Research – National Institute for Research in Digital Health (ICMR-NIRDH)**, a permanent institute of the Indian Council of Medical Research (ICMR), New Delhi under the Department of Health Research, Ministry of Health & Family Welfare, Government of India, located at Ansari Nagar East, New Delhi – 110029, India; Phone: +91-11-26588803; Email: nims.director@icmr.gov.in (hereinafter referred to as "**ICMR-NIRDH**," which expression shall, unless repugnant to the context or meaning hereof, include its successors, administrators, assigns, institutes, and affiliates), of the **SECOND PART**.

ICMR-NIRDH and CPH shall collectively be referred to herein as 'Parties' and individually as a 'Party'.

- **Whereas** ICMR-National Institute for Research in Digital Health ("ICMR-NIRDH") supports excellence in the development, application and dissemination of digital health through technical consultation, research, education, publications, dissemination and advocacy; and its members serving in government and academia advance research and promote sound digital practice to inform public policy and improve human welfare.
- **Whereas** CPH is an academic and research center under Panjab University, Chandigarh, a premier public university established under the Panjab University Act, 1947.
- **Whereas** both Parties hereto have agreed to jointly work through collaborative research
- and development to develop a strong digital health capability with a key focus on the following core areas of digital health (ICMR-NIRDH and CPH focus areas):
  - Promote regionally relevant biomedical research and innovation.
  - Develop and validate AI-driven digital health solutions tailored to regional health needs.
  - Build capacity in digital health research and implementation for healthcare professionals and researchers.
  - Create a data-driven ecosystem for evidence-based healthcare and policy-making.
  - Establish a network of digital health collaborations with regional hospitals, AIIMS, and other stakeholders.

  
**Registrar**  
**Panjab University**  
**Chandigarh**

  
**डॉ. मोना दुग्गल/Dr. Mona Duggal**  
**निदेशक/Director**  
**आई सी एम आर: राष्ट्रीय डिजिटल स्वास्थ्य अनुसंधान संस्थान**  
**ICMR-National Institute for Research in Digital Health**  
**अंसारी नगर, नई दिल्ली-110029**  
**Ansari Nagar, New Delhi-110029**

  
**Dr. Anoj Kumar**  
**Chairperson**  
**Centre for Public Health**  
**SEAST**  
**Panjab University, Chandigarh**

- Facilitate translation of digital innovations into scalable, affordable healthcare products and services.
  - Develop, validate, and scale indigenous medical technologies.
  - Serve as a hub for training, capacity building, and knowledge dissemination.
  - Foster inter-institutional and inter-disciplinary collaborations.
  - Document and scientifically evaluate traditional health practices.
- **Whereas** the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this Agreement as contained hereunder in accordance with the prevailing institutional frameworks of ICMR and Panjab University.

## 1. DEFINITIONS

a. **"Co-Investigator"** shall mean the individual(s) participating in the Project(s) under the supervision of the Principal Investigator, including, but not limited to, students, employees, representatives, and agents.

b. **'Deliverables'** shall mean the results, software, hardware, or other deliverables generated because of work to meet the objectives of the Project.

c. **"Grand challenge projects"** shall mean application-oriented long-term research projects, which try and solve large-scale problems faced by the society. These projects are typically multi-year and are interdisciplinary in nature.

d. **'CPH know-how'** shall mean and include all knowledge of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published, or otherwise owned and provided by CPH, which are required for the Projects.

e. **'CPH Personnel'** shall mean the faculty members and/or scientists and/or students and/or staff of CPH deputed for the Projects.

f. **'Projects'** shall mean and include the individual Projects under the Agreement, the terms, and conditions for execution of each of which shall be jointly agreed upon, in writing.

g. **"Principal Investigator"** shall mean the individual, employee of CPH or ICMR-NIRDH, having the responsibility of conducting and supervising the Project(s) under this agreement.

h. **"Project Investigator Team"** shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s) under this agreement.

i. **"Research programs"** shall mean individual Projects under the supervision of the respective Principal Investigator. This can include design of research projects, ethical committee submission and approval, data collection, data analysis and presentation.

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j. 'ICMR-NIRDH know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by ICMR-NIRDH, which are required for the Projects.

k. 'ICMR-NIRDH Personnel' shall mean the faculty members and/or researchers and/or students and/or staff of ICMR-NIRDH deputed for the Projects.

## 2. ITEMS OF COLLABORATION

The Parties agree to collaborate in the following said areas, subject to the applicable rules of ICMR and Panjab University:

- R&D / research programs
- Grand challenge projects
- Academic collaboration, including potential joint Masters and PhD program tracks

## 3. SCOPE OF AGREEMENT

ICMR-NIRDH and CPH shall work jointly to carry out programs in the above-mentioned areas with specific objectives, terms, and conditions to be jointly agreed upon under the Agreement. The details of each Project approved for funding shall be documented in a Statement of Work (SoW) once the project is approved by the competent authorities of both institutions.

## 4. GOVERNANCE

a. A Steering Committee (SC) would be set up to oversee the progress of all collaborative activities under this Agreement. The Constitution of the SC is as given below:

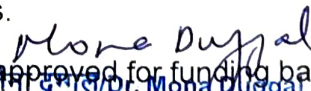
- Director, ICMR-NIRDH
- Chairperson, Center for Public Health, Panjab University, Chandigarh
- Three Professor experts (Dr. Savita Prashar, Dr. Komal Sehgal, Dr. Vijayta Dani Chadha) from CPH / Panjab University
- Expert Representatives from ICMR-NIRDH
- *Meetings of the SC for overseeing the Agreement activities will be conducted once in 6 months.*

b. A Research Sub-committee would be set up to discuss specific proposals and projects as given below:

- The Research sub-committee will help in setting up the research proposal process under joint initiatives.
- They will decide on the projects to be approved for funding based on the submitted research proposals.

  
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- It will consist of representatives from ICMR-NIRDH and CPH, as identified by the Steering Committee.
- The committee will meet as per requirement for reviewing the proposals and other activities.

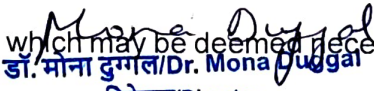
## 5. ACTIVITIES AND OBLIGATIONS OF ICMR-NIRDH

- a. ICMR-NIRDH shall complete the activities as per the individual Project objectives and schedules as agreed upon.
- b. ICMR-NIRDH will facilitate the collaborative work between its scientists, PhD, Masters, and other students and the partnering post-graduate, research, and technical students at CPH.
- c. ICMR-NIRDH may depute appropriate ICMR-NIRDH personnel to participate in the Projects, as per mutual agreement.
- d. The ICMR-NIRDH Personnel will attempt to facilitate regular meetings with CPH faculty members associated with relevant departments to help collectively identify potential problems and collaborations.
- e. ICMR-NIRDH will provide ICMR-NIRDH know-how, which may be deemed necessary for the Projects.
- f. ICMR-NIRDH shall take reasonable steps to prevent CPH know-how, which is meant only for the purpose of conducting the Projects, from unauthorized usage or falling into unauthorized hands. ICMR-NIRDH shall ensure that ICMR-NIRDH personnel working on projects sign appropriate non-disclosure agreements to prevent unauthorized usage or disclosure of materials or information received under this Agreement.
- g. ICMR-NIRDH Personnel shall apply for and receive necessary ethics committee approval according to their Institutional ethics guidelines for applicable R&D Projects, clinical data sharing etc.
- h. Any other activity mutually agreed to.

## 6. ACTIVITIES AND OBLIGATIONS OF CPH

- a. CPH will facilitate students' research programs including short-term R&D Projects and internships.
- b. CPH shall complete the activities as per the individual Project objectives and schedules as agreed upon. CPH will facilitate collaborative work between its Master's, and PhD students by partnering with Scientists, PhD, Master's, and other students at ICMR-NIRDH.
- c. CPH may depute appropriate CPH personnel to participate in the Projects, as per mutual agreement.
- d. CPH will provide CPH know-how, which may be deemed necessary for the Projects.

  
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## 11. NOTICES

All communications by ICMR-NIRDH involving financial, administrative, and other matters shall be sent to the **Chairperson, Center for Public Health, Panjab University, Chandigarh**. All communications by CPH involving financial, administrative, and other matters shall be sent to the **Director, ICMR-NIRDH**. All information of a scientific and technical nature may be exchanged directly between the Project Investigators from CPH and ICMR-NIRDH as identified in writing, for the Project concerned.

## 12. INTELLECTUAL PROPERTY (IP) AND COMMERCIAL RIGHTS

- a. Each Party will own its background Intellectual property (BGIP) that has been developed outside of the Project and is required for the Project.
- b. Each Party will give to the other Party, a non-exclusive royalty-free license to use its BGIP for the purpose of implementation of the Project.
- c. Each Party will provide a list of its BGIP to be used for the Project, to be detailed in specific projects, before the start of the Project.
- d. CPH and/or ICMR-NIRDH will own any intellectual property (Project IP) generated in a Project based on contributions from the researchers from the respective Parties.
- e. CPH will be the lead institute and will undertake the management of such Project IP, including their filing, prosecution, maintenance, and commercialization/deployment etc. ICMR-NIRDH will provide assistance as required for such activities. All such processes shall conform to the IPR policies of both ICMR and Panjab University.
- f. Any revenue generated from the commercialization of such Project IP will take into account the contributions from each Party including technical and financial and will be mutually agreed to in writing, conforming to ICMR and Panjab University structural models.
- g. Notwithstanding the above, either Party may make use of all information and data generated during the Project for its own internal research and academic purposes, subject to any confidentiality obligations.
- h. Any special provision contrary to the above will be discussed and mutually agreed upon, based on the ICMR guidelines, Panjab University regulations, and subsequent approval by the respective competent authorities.

## 13. CONFIDENTIALITY

- a. It may be necessary for CPH and ICMR-NIRDH to disclose to or exchange proprietary information belonging to the other Party, which is confidential and proprietary. The disclosing Party shall advise authorized personnel of the receiving Party appropriately regarding the confidential nature of the information disclosed. The receiving Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the disclosing Party, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this Agreement. The

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MSD

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disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

b. The obligations of confidentiality set forth above shall survive the termination agreement for two years from the termination of this Agreement. However, alternate provisions of confidentiality if given in a specific SOW for a project, will supersede those given here.

c. The obligations of confidentiality, however, shall not apply to information that:

i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure.

ii. is already in the recipient Party's possession at the time of disclosure.

iii. is or later becomes part of the public domain through no fault of the recipient Party.

iv. is received from a third party having no obligations of confidentiality to the disclosing Party.

v. is independently developed by the recipient Party; or

vi. is required by law or regulation to be disclosed.

d. Any data sharing agreement between the Parties for specific projects, if applicable, will be governed by the data sharing agreement as mutually agreed to.

#### 14. ARBITRATION, APPLICABLE LAW AND JURISDICTION

a. Dispute/s, if any, arising out of this Agreement shall be resolved amicably between both Parties. However, if the dispute/s cannot be resolved within 30 days, the matter shall be processed as per Office Memorandum No. 334774/DoLA/AMRD/2019 dated 31.03.2020, under The New Delhi International Arbitration Centre Act, 2019 and Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2023 read with The Arbitration and Conciliation Act, 1996.

b. This Agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Chandigarh/Delhi (as applicable per administrative mandate).

#### 15. COMPLIANCE AND GUIDELINES

a. **Institutional Alignment:** This Agreement, and all individual Projects, Statements of Work (SoW), financials, and academic programs initiated under it, shall strictly follow the official guidelines, rules, regulations, and circulars issued from time to time by the **Indian Council of Medical Research (ICMR)** and **Panjab University, Chandigarh**.

b. **Ethical and Academic Standards:** Publication of research results, patenting, bio-safety clearing, data transfers, and student registrations shall strictly adhere to the joint parameters defined by the ICMR Research Policies and Panjab University Academic Calendars/Regulations.

c. **Conflict of Norms:** In the event of an operational overlap or conflict between the procedural guidelines of the two institutions, the matter shall be referred to the Steering

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Committee to be resolved amicably in a manner that protects the statutory compliance of both Parties.

## 16. GENERAL

- a. The terms and conditions for publication of the research results in journals/conferences, and/or patenting or copyrighting the results of a Project shall be mutually agreed upon in a separate agreement, preferably before starting the project.
- b. Both Parties agree to maintain high ethical standards in patient consents, data collection, storage, analysis, as well as maintaining clinical data and patient confidentiality.
- c. Both Parties agree to conduct projects in compliance with all applicable statutes and regulations that are in force at that time.
- d. Any addition, deletion, and/or alteration to this Agreement may be affected with a written agreement of both the Parties to this Agreement concerning the amendments. A document containing the additions, deletions, and/or alterations, and signed by both Parties hereto, shall form an annexure to and be deemed to be a part of this Agreement.
- e. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.

## 17. WAIVER

No failure, delay, relaxation, or indulgence by any Party in exercising any right conferred on such Party by this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

## 18. SEVERABILITY

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

## 19. INDEMNIFICATION

Both the parties hereby indemnify and agree to keep each other, their officers and employees indemnified from and against: (i) all actions, claims, proceedings or demands which may be brought against any of them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage arising out of the execution of the Agreement. Both the parties acknowledge each other that as damages may not be a sufficient remedy for any breach under this Agreement, the Parties are entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies available in law or equity.

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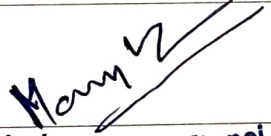
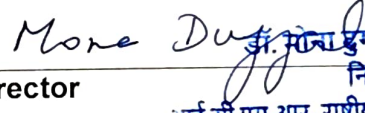
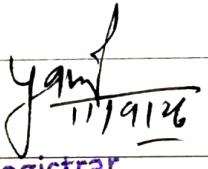
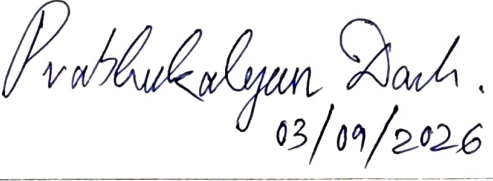
## 20. ENTIRETY

This Agreement and its Appendices constitute the entire agreement among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

## 21. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations 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 and Pandemics beyond the control of the Party claiming force majeure. If the force majeure conditions continue for six months, the Parties shall jointly decide about the future course of action.

**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their respective hands and seal on the day, month and year first hereinabove mentioned.

|                                                                                                                                                                          |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FOR AND ON BEHALF OF THE<br/>CHAIRPERSON, CENTER FOR PUBLIC<br/>HEALTH, PANJAB UNIVERSITY</b>                                                                         | <b>FOR AND ON BEHALF OF ICMR-NIRDH</b>                                                                                                                                                                                                   |
| <br><b>Chairperson</b><br>Center for Public Health<br>Panjab University<br>Chandigarh | <br><b>Director</b><br>ICMR - National Institute for Research in<br>Digital Health<br>अंसारी नगर, नई दिल्ली-110029<br>Ansari Nagar, New Delhi-110029 |
| <b>Date:</b> 8/9/2026                                                                                                                                                    | <b>Date:</b> 3/09/2026                                                                                                                                                                                                                   |
| <b>IN THE PRESENCE OF (WITNESS)</b>                                                                                                                                      | <b>IN THE PRESENCE OF (WITNESS)</b>                                                                                                                                                                                                      |
| <br><b>Name:</b>                                                                      | <br><b>Name:</b> PRABHUKALYAN DASH                                                                                                                   |
| <b>Designation:</b> Registrar<br>Panjab University<br>Chandigarh                                                                                                         | <b>Designation:</b> SCIENTIST-B (MEDICAL)                                                                                                                                                                                                |