



## ALL INDIA INSTITUTE OF SPEECH AND HEARING, MYSORE

### Instructions for Collaborative Research Agreement with (CRA-F) and with no Financial (CRA-NF)

- ✓ The financial value of the non-judicial stamp paper not more than Rs. 100 face value, for each party involved in the agreement, shall be used to print the prescribed agreement.
- ✓ If using Non-Judicial Stamp Paper: On the face of the e-stamp both the parties name has to be printed (**care has to be taken to mention Institute/organisation name rather than the individual's or signatory's name**)
- ✓ Each page of above said agreement documents shall be numbered
- ✓ The matter to be typed on the non-judicial stamp paper is provided as a template of CRA-F and CRA-NF on the Research Webpage hosted on [aiishmysore.in](http://aiishmysore.in)
- ✓ Each party shall provide their responsibilities in the terms of agreement.
- ✓ Typing shall be done on the back side of the paper; additional paper is to be used.
- ✓ Agreement copies shall be free from any blank space by deleting or marking through.
- ✓ Print the date of execution in numbers and also in words, hand written Date of execution has to be avoided.
- ✓ Signing, exchanging of the signed (with official seal) agreement to proceed further.
  - The first party shall be the funding centre/ centre where the principal investigator (PI) (first PI) is placed. The signatory shall be the Director / Head of the centre for First / Second party.
  - For the witness at AIISH, the signatories shall be the
    - PI / CI
    - Dean (R&D)

- For the witness at other collaborating centre, the signatories shall be the

- PI / CI
- Head of administrative/ Accounts section

The names, designation and address of the signatories is to be provided.

- ✓ In case of CRA-F (with financial implications), it is mandatory to mention a specific clause 'Financial Concurrence/Implications' to describe the Budget outlay involved in the Project/purpose of the agreement, it should also contain funding party details with amount (head-wise break-up, if any) and account details of the funding party with date and UTR Number details (if the amount is already remitted).
- ✓ All the pages of any Agreement have to signed by signatory of both the parties with date

Approved / Not approved  
M. P. Singh  
DIRECTOR.

## AIISH COLLABORATIVE RESEARCH AGREEMENT (CRA-F)

### (with funding from ARF and others)

This collaborative research agreement (CRA-F) is made on \_\_\_\_\_ day of \_\_\_\_\_ 20... (year), between

The Director, All India Institute of Speech and Hearing (AIISH), Mysore (hereinafter referred to as 'First Party'),

And

\_\_\_\_\_ (*Name of the authorized signatory in the collaborating institute*) from the collaborating institute \_\_\_\_\_ (hereinafter referred to as 'Second Party')

And

\_\_\_\_\_ (*Name of the authorized signatory in the collaborating institute*) from the collaborating institute \_\_\_\_\_ (hereinafter referred to as 'Third Party' and so on)

in connection with the Research Project/activity funded under the \_\_\_\_\_ titled '\_\_\_\_\_':

Whereas the above-named institutions recognize that research collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in cooperation with the **All India Institute of Speech and Hearing (AIISH)** and the **Collaborating institute(s)**, it is agreed that:

- a) The research activity shall have a focus on communication disorders, their clinical assessment and rehabilitation aspects covering diagnostics, therapeutics, and rehabilitation.
- b) Each collaborative activity shall be significant from both scientific as well as societal benefit points of view.

### 1. Research metrics.

1.1 **Performance of research.** Both the Parties shall use good faith with efforts to perform the research in accordance with the Research Plan; and abide by target motives and work towards its completion. Every research activity/ initiative should have a result motive and also target completion dates.

**1.2 Principal / Co- Investigators.** The part of the Research to be performed by All India Institute of Speech and Hearing (AIISH), Mysuru will be directed and supervised by the AIISH Principal Investigator/ Co-Investigator, who shall have primary responsibility (set in section 2.1) for the performance of such Research at AIISH. The part of the Research to be performed by collaborating institute(s) will be directed and supervised by the collaborating institute(s), and the Principal Investigator/ Co-Investigator, shall have primary responsibility (set in section 2.2) for the performance of such Research. The Principal Investigators/ Co-Investigators shall maintain meet / contact regularly with each other, at least monthly, and shall facilitate the coordination of the Parties' activities under the Research Plan.

The collaborating institute may replace the named Principal Investigator upon prior written notice to AIISH. If the AIISH Principal Investigator ceases to supervise the Research for any reason, the co-investigator (Co-PI) will take over the supervisory role with the approval of Director, AIISH. In case the Co-PI is not named, during the awarding of the project, the PI will notify AIISH and the collaborating institute(s) promptly and shall endeavour to find a substitute acceptable to AIISH as well as the collaborating institute(s). If the PI/ Co-PI at AIISH declines or is unable to find a substitute acceptable to collaborating institute(s) within sixty (60) days after the AIISH Principal Investigator ceases to supervise the Research, the matter shall be resolved in mutual consultation between Director AIISH and the Head/s of the collaborative Institute/s.

**1.3. Equipment and Materials.** During the Research, collaborating institute(s) or AIISH shall not transfer any materials or equipment specified in Section 3. Such materials or equipment shall only be used by the corresponding organizations based on the requirements at their place, as and when deemed necessary. Together with all progeny and unmodified derivatives thereof shall be deemed "Company Materials" for purposes of this Agreement. Neither AIISH nor the collaborating institute(s) shall sell or transfer any Materials or parts of equipment to any other person or entity without prior written consent from the Director,

AIISH. Both the parties shall comply with all applicable laws and regulations in the use of equipment and materials.

**1.4. Collaboration Materials.** All materials developed by AIISH and/or collaborating institute(s) during the performance of the Research that constitute or incorporate a design of new test, software, hardware, databases shall be deemed “Collaboration Materials” for purposes of this Agreement. Each party shall use any Collaboration Materials solely for the purpose of performing the Research. Neither party shall sell or transfer any collaboration Materials to any other person or entity without first receiving the other party’s prior written consent. Each party shall comply with all applicable laws and regulations in the use of any Collaboration Materials. Neither party shall use any collaboration materials in research that is subject to consulting or licensing obligations to any for profit entity.

**1.5. Monitoring mechanisms and bilateral implementation.** The PIs from both the parties shall comply to the following research regulation mechanisms. The PIs shall

- a) Meet at least once in a month and to review the implementation of the CRA-F,
- b) Discuss major policy issues and suggest measures for effective implementation of this CRA-F;
- c) Identify and present research work at conferences, seminars, symposia, and other scientific meetings;
- d) Arrange for short-term research visits based on invitation for utilization of major research facilities in each other’s institutes as provided in the scope of the project; and
- e) Undertake other co-operative activities mutually agreed upon on a case-to-case basis.

**1.6. Expected outcomes of the proposed project**

## **2. Roles and responsibilities**

### **2.1. Responsibilities of First Party:**

### **2.2. Responsibilities of Second Party:**

### **2.3. Responsibilities of third and other Party/parties (if any):**

## **3. Materials and equipment to be used (for Project)**

### **3.1. First Party:**

### **3.2. Second Party:**

### **3.3. Third and Other Party/parties (if any):**

## **4. Intellectual Property Rights- IPR**

4.1 Collaborating institutes shall have joint rights on intellectual property and data, including patents, industrial design registration, copyrights and all other proprietary

information (including innovations not patented, designs not registered etc.) which result from this research collaboration.

4.2 Parties shall mutually decide to file intellectual property rights (IPRs) application/s for knowledge, finding/s, invention/s, discovery/ies, study materials/training materials/tool kits either in digital or printed form that will emerge from this collaborative project, including invention (hereinafter referred as KNOWLEDGE).

4.3 If Parties agreed to seek any IPR application for KNOWLEDGE, the same will be filed jointly. All expenses that will be required to be made to prosecute and/or maintain such IPRs will be borne equally by collaborating Institutes. This implies that no Party will apply for any IPRs independently or in collaboration with any third party, or will instigate any third party/ies to do so for KNOWLEDGE, without the written consent of partner institutes (mentioned as parties in this agreement).

4.4 Any revenue, including, but not limited to, training fees, demonstration charges, and royalty, which will be accrued through such licensing or commercialization of potential IP outcomes from this collaborative research assignment arrangements, will be distributed between the partner institutes on an equitable ratio.

4.5 Collaborating institutes can make use of KNOWLEDGE and IPRs as defined in this MoU for their internal research and academic purposes. However, Parties shall not reveal, share, license, transmit, sell KNOWLEDGE/INVENTION, and/or IPRs in part or full to any third party through any direct or indirect arrangements without prior written approval of other partner institutes.

4.6 *Publications*: Collaborating institutes agree that one of the aims of this agreement is to publish by the way of scientific publications and/or conference proceedings that relates with the outcomes of this collaborative research as a result/observation/idea or IP. All such publications and conference appearances will be jointly authored by PIs/Co-PIs from the partner institutes, whereas every other data, information, knowledge that would be generated through project shall follow the rules of confidentiality. Decisions related with first, second and subsequent authorship will be mutually decided between investigators of respective Parties. All publications shall carry due acknowledgement of funding centre.

4.7 *Severability*: This agreement is severable such that should any provision of this MoU be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

4.8 *Modifications*: The terms set forth in this agreement constitute all the terms and conditions agreed upon by Parties and no other terms or conditions in the future shall be valid and binding on any Party unless reduced to writing and executed by Parties in writing.

4.9. *Termination of Agreement*: Notwithstanding the foregoing, in the event of breach by either Party and should such Party fail to repair its breach within 10 business days from notification by the other Party of existence of the breach, such other Party shall have the right to terminate this agreement forthwith, upon notification to the Party in breach, without prejudice to any remedies possibly due as a result of the breach. Any provisions of this MoU which, by nature or purpose, survive expiration or termination hereof shall remain in full force and effect. However, in the event of termination of this MoU by any Party or Parties, all clauses related to Confidentiality and Intellectual Property Rights (Sub-clause number i ii, iii & iv) will survive for twenty years from the Effective Date (Date of signing).

4.10. *Confidentiality*: Each Party hereby undertakes to keep strictly secret, not to disclose, in part and/or full, to any third party, and to use for the sole purposes hereof, any and all information, data, documents, samples, whatever their nature or form, disclosed between Parties, whether prior to or after signature hereof, or generated in the context of performance hereof, or the results, including the existence and the contents of this MoU, including but not limited to methods, know-how, data, graphs, texts, algorithms, software, experiment methods and results thereof, materials, samples, pictures, photographs, test results, collectively referred in this agreement as "INFORMATION". The said provisions of confidentiality shall not apply to any INFORMATION for which the receiving Party can demonstrate that:

- i) it was or has become part of public knowledge otherwise than by breach of its confidentiality and/or non-use obligations hereunder; or
- ii) It was disclosed to the receiving party by a third party not bound towards the other party by an obligation of confidentiality; or



iii) It is or was developed by the receiving party independently, without reference to the other party's information; or

iv) Is required to be disclosed by statute, government regulation or court order.

The obligations set forth in this clause shall remain in full force and effect until completion of a period of 20 years from the expiration or termination of this agreement.

4.11. *Force Majeure*: Any one or more than one among the collaborating institutes shall be held responsible for the non-fulfilment 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, floods, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided that on the occurrence and cessation of any such event the party affected thereby gives a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

## **5. Budget outlay**

The first party/second party (retain appropriate term) shall remit the required funds to the bank account of the first/second party (retain appropriate term). The budget allocated for ..... party is Rs ..... excluding the transaction charges. This includes ..... user charges of Rs ..... and salary for the project staff (if applicable). The first party confirms flexibility to modify the budget based on local needs of the second party (as per the budget allocation dated ....., enclose budget approval, if any).

## **6. Research agreement duration.**

This Agreement shall come into force on the date of the signature by the representatives of the two organizations. It may be amended by mutual agreement of the two parties. This Memorandum will remain valid and is co-terminus with the duration of the research project/activity. Unless a written notice of termination with due reasoning for the same

has been given by either side six months in advance, which shall lie at the sole decision of funding institute. Such a termination will, however, does not affect activities already approved jointly or in progress under the terms of this CRA. .

**6.1. Amendment to the CRA-F**

During the period of CRA-F, if circumstances arise to call for alteration and modifications of this agreement, then these alterations shall be mutually discussed and agreed upon in writing. The decision of the Director, AIISH shall be final and binding on both the parties.

Both the parties hereby agree to the above said terms and conditions.

(Name, signature, seal with date & Place)

First Party

Second Party

Third Party and  
others (if any)

Witnesses

1.

1.

1.

2.

2.

2.

## **Collaborative Research Agreement (with no financial implications) (CRA-NF)**

This Collaborative Research Agreement (with no financial implications) (CRA-NF) is executed on this day, ....., BY and BETWEEN, ALL INDIA INSTITUTE OF SPEECH AND HEARING (AIISH), an autonomous Institute under the Ministry of Health and Family Welfare, Government of India, Manasagangothri, Mysuru – 570006 represented by its Director (here in after referred to as the **First Party**) on the one part,

AND the ..... represented by its Director/ Head of the institute (hereinafter referred to as the **Second Party**) on the other, witnessed as under:

WHEREAS, the **First Party** was established in the year 1965 and is an autonomous organization under the aegis of Ministry of Health & Family Welfare, Government of India, which is a premier institute providing Training, Research, Clinical Services, and Public Education in the field of Speech and Hearing in the country. The **First Party** has a established clinical service for individuals with communication disorders with state-of-the-art technology having diagnostic and management protocols at the premises of AIISH, and

WHEREAS, **Second Party** established in the year ..... is affiliated to ..... and established for providing clinical service with a team of medical and paramedical professionals including for individuals communication disorders.

WHEREAS, to ensure to co-ordinate & conduct good quality of research in the field of communication disorders, both the **First Party** and the **Second Party** have arrived at an understanding and have resolved to reduce in writing the broad outlines thereof, NOW THEREFORE, this Collaborative Research Agreement (without financial implications) witnessed as here under:

This CRA-NF titled ..... is valid from the date of signature (....., specify the tentative date) to end of this research activity signature (....., specify the tentative date) .

1. The **Second party representative will** visit the **first party** centre and do the required evaluations and/or management of individuals with ..... (ADD THE TARGET POPULATION).

2. The **protocol** for assessment and/or management for individuals with ..... will be finalized by the **First and Second parties**, as per the scope of the research proposal.
3. **Any research outcomes** like *research article publications or presentations* from the above-mentioned activity shall carry due acknowledgment of AIISH and the collaborating institute. The authors involved from both AIISH and the collaborating institute shall be added as authors/ co-authors based on mutual agreement between the two parties.
4. In instances of violation of the above terms and conditions, the CRA-NF between both parties **will be treated as terminated**. During the period of CRA-NF, if circumstances arise to call for alteration and modifications of this agreement, then these alterations shall be mutually discussed and agreed upon in writing. The decision of the Director, AIISH shall be final and binding on both the parties. This agreement will remain valid and is co-terminus with the duration of the research activity.

The roles and responsibilities of each party are as stated below:

First party:

Second party:

## **5. Intellectual Property Rights - IPR**

Collaborating institutes shall have joint rights on intellectual property and data, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from this research collaboration.

5.1 Parties shall mutually decide to file intellectual property rights (IPRs) application/s for knowledge, finding/s, invention/s, discovery/ies, study materials/training materials/tool kits either in digital or printed form that will emerge from this collaborative project, including invention (hereinafter referred as KNOWLEDGE).

5.2 If Parties agreed to seek any IPR application for KNOWLEDGE, the same will be filed jointly. All expenses that will be required to be made to prosecute and/or maintain such IPRs will be borne equally by collaborating Institutes. This implies that no Party will apply for any IPRs independently or in collaboration with any third party, or will instigate any third party/ies to do so for KNOWLEDGE, without the written consent of partner institutes (mentioned as parties in this agreement).

5.3 Any revenue, including, but not limited to, training fees, demonstration charges, and royalty, which will be accrued through such licensing or commercialization of potential IP outcomes from this collaborative research assignment arrangements, will be distributed between the partner institutes on an equitable ratio.

5.4 Collaborating institutes can make use of KNOWLEDGE and IPRs as defined in this CRA for their internal research and academic purposes. However, Parties shall not reveal, share, license, transmit, sell KNOWLEDGE/INVENTION, and/or IPRs in part or full to any third party through any direct or indirect arrangements without prior written approval of other partner institutes.

5.5 Publications: Collaborating institutes agree that one of the aims of this agreement is to publish by the way of scientific publications and/or conference proceedings that relates with the outcomes of this collaborative research as a result/observation/idea or IP. All such publications and conference appearances will be jointly authored by PIs/Co-PIs from the partner institutes, whereas every other data, information, knowledge that would be

generated through project shall follow the rules of confidentiality. Decisions related with first, second and subsequent authorship will be mutually decided between investigators of respective Parties.

5.6 Confidentiality: Each Party hereby undertakes to keep strictly secret, not to disclose, in part and/or full, to any third party, and to use for the sole purposes hereof, any and all information, data, documents, samples, whatever their nature or form, disclosed between Parties, whether prior to or after signature hereof, or generated in the context of performance hereof, or the results, including the existence and the contents of this CRA, including but not limited to methods, know-how, data, graphs, texts, algorithms, software, experiment methods and results thereof, materials, samples, pictures, photographs, test results, collectively referred in this agreement as "INFORMATION". The said provisions of confidentiality shall not apply to any INFORMATION for which the receiving Party can demonstrate that:

- i) it was or has become part of public knowledge otherwise than by breach of its confidentiality and/or non-use obligations hereunder; or
- ii) It was disclosed to the receiving party by a third party not bound towards the other party by an obligation of confidentiality; or
- iii) It is or was developed by the receiving party independently, without reference to the other party's information; or
- iv) Is required to be disclosed by statute, government regulation or court order.

Both the parties hereby agree to the above said terms and conditions.

IN WITNESS WHEREOF, both the parties have set their hands to this Collaborative Research Agreement (without financial implications) at Mysuru on this ..... day of ..... in the presence of under mentioned witnesses:

(Name, Signature, Seal with Date & Place)

First Party

Second Party

Witnesses

1.

1.

2.

2.

Approved / Not Approved

DIRECTOR