

MEMORANDUM OF UNDERSTANDING

(MoU)

This Memorandum of Understanding ("MoU") is entered into on this 20th day of February 2026 ("Effective Date")

BY AND BETWEEN

Indian Institute of Technology Mandi (IIT Mandi),
an Institute of National Importance established under the Institutes of Technology Act, 1961, having its permanent campus at Kamand, District Mandi, Himachal Pradesh – 175005, India, acting through its authorized signatory (hereinafter referred to as "IIT Mandi", which expression shall, unless repugnant to the context, include its successors and permitted assigns)

AND

Dr. Shroff's Charity Eye Hospital (SCEH),
a Trust established in the year 1922, having its principal office at 5027, Kedarnath Road, Daryaganj, New Delhi – 110002, India, acting through its authorized signatory (hereinafter referred to as "SCEH", which expression shall, unless repugnant to the context, include its successors and permitted assigns)

IIT Mandi and SCEH are hereinafter individually referred to as a "Party" and collectively as the "Parties."

1. PURPOSE

The purpose of this MoU is to establish a collaborative framework between IIT Mandi and SCEH for **research, development, validation, and translation of computational and clinical methods for ocular disease detection**, including but not limited to:

- Automated and AI-based detection of ocular diseases.
- Analysis of slit-lamp, fundus, OCT, or other ophthalmic images.
- Development of decision-support tools for clinicians.
- Clinical validation of research outcomes.

This collaboration is herein after referred to as the "Project."

2. SCOPE OF COLLABORATION

2.1 The Parties agree to collaborate in the following non-exclusive activities:



- a) Joint research in ocular disease detection using clinical data and imaging modalities
- b) Development and validation of algorithms, models, and software tools
- c) Clinical interpretation, annotation, and expert validation by SCEH
- d) Technical development, modeling, and analysis by IIT Mandi
- e) Joint supervision of students, researchers, and project staff
- f) Preparation of joint publications, reports, and grant proposals

2.2 The specific details of individual projects, timelines, deliverables, funding (if any), and personnel deployment may be defined through **separate written project annexures or addenda**, mutually agreed upon by the Parties.

3. ROLES AND RESPONSIBILITIES

3.1 IIT Mandi shall:

- Lead algorithm development, data analysis, and computational modeling
- Provide academic supervision, research infrastructure, and technical expertise
- Ensure ethical handling, secure storage, and restricted use of shared data
- Support dissemination of research outcomes in academic forums

3.2 SCEH shall:

- Provide access to anonymized clinical data and imaging, subject to approvals
- Offer clinical expertise, annotations, and validation of results
- Ensure that all shared data complies with patient consent and ethical norms
- Support clinical interpretation and translational relevance of the Project

4. DATA SHARING AND USAGE RESTRICTIONS

4.1 Purpose Limitation

All data shared under this MoU shall be used **strictly and exclusively for the Project** defined herein.

4.2 Restriction on Secondary Use

Shared data **shall not be used for any other study, project, publication, or commercial activity for a period of one (1) year** from the date of receipt of such data, unless prior written consent is obtained from the data-providing Party.

4.3 Data Ownership

Ownership of clinical data shall remain with SCEH. IIT Mandi shall act as a data custodian solely for research purposes under this MoU. Such derived outputs may be retained by IIT Mandi after termination of this MoU for academic, research, and intellectual property purposes, subject to confidentiality obligations.



5. INTELLECTUAL PROPERTY RIGHTS (IPR)

5.1 Background Intellectual Property

All intellectual property owned or developed by either Party prior to the Effective Date of this MoU ("Background IP") shall remain the exclusive property of the respective Party.

5.2 Ownership of Project Intellectual Property

a) **Notwithstanding anything contained elsewhere in this MoU**, all patents, utility model registrations, rights to design registrations, Intellectual property rights, copyrights, trademarks, devices, designs, applications, software, works, inventions, and any other intellectual property or products arising out of or in connection with the Project **shall vest in Indian Institute of Technology Mandi**, unless otherwise expressly agreed under Clause 5.2(b).

b) Joint IP (50:50 Sharing Clause):

In cases where **IIT Mandi contributes a novel technology, algorithm, or technical innovation**, and **SCEH contributes clinical data along with curation, annotation, and clinical validation of results**, the resulting intellectual property shall be **jointly owned by IIT Mandi and SCEH in the ratio of 50:50**, unless otherwise agreed in writing.

c) Any commercialization, licensing, assignment, or transfer of such jointly owned intellectual property shall require **prior written consent of both Parties** and shall be governed by mutually agreed terms.

5.3 No Implied License

Except as expressly stated herein, nothing in this MoU shall be construed as granting any license or right, by implication or otherwise, to use the intellectual property of the other Party.

6. PUBLICATIONS AND ACADEMIC DISSEMINATION

6.1 The Parties encourage joint publications in peer-reviewed journals and conferences.

6.2 Publications shall appropriately acknowledge contributions of both Parties and follow standard academic authorship norms.

6.3 Either Party intending to publish Project-related results shall provide **prior written notice** to the other Party to ensure confidentiality and IP protection.

6.4 Any publication or disclosure shall ensure that data usage and intellectual property rights as specified under Clauses 5 and 6 are not violated.

7. ETHICS AND REGULATORY COMPLIANCE

7.1 All activities under this MoU shall comply with:

- Applicable laws and regulations of India
- Institutional Ethics Committee (IEC) / IRB approvals
- Data protection and patient privacy norms



7.2 SCEH shall ensure necessary clinical and ethical approvals for data sharing.

8. TERM AND TERMINATION

8.1 This MoU shall be valid for a period of **three (3) years** from the Effective Date, unless terminated earlier.

8.2 Either Party may terminate this MoU by providing **thirty (30) days' written notice** to the other Party.

8.3 Upon termination, ongoing confidentiality, IP, and publication obligations shall survive.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 Each Party shall be responsible for its own acts, omissions, and compliance with applicable laws.

9.2 Neither Party shall be liable for any indirect, incidental, or consequential damages arising out of this MoU.

10. FINANCIAL ARRANGEMENTS

10.1 No Cost Sharing

The Parties expressly agree that **there shall be no sharing of costs** under this MoU.

10.2 Independent Expenses

Each Party shall bear its **own respective costs and expenses**, including but not limited to manpower, infrastructure, computational resources, clinical effort, and administrative expenses, unless otherwise agreed in writing through a separate project-specific agreement.

11. DISPUTE RESOLUTION AND GOVERNING LAW

11.1 Any dispute arising under this MoU shall be resolved amicably through mutual discussion.

11.2 Failing such resolution, the dispute shall be referred to arbitration under the **Arbitration and Conciliation Act, 1996**.

11.3 This MoU shall be governed by and construed in accordance with the **laws of India**.

12. GENERAL PROVISIONS

- This MoU does not create any partnership, joint venture, or employment relationship.
- Amendments shall be valid only if made in writing and signed by both Parties.
- Neither Party may assign its rights or obligations without prior written consent.

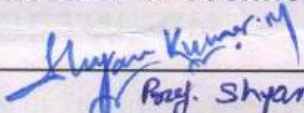


- This MoU represents the entire understanding between the Parties.

IN WITNESS WHEREOF

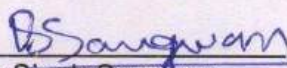
The Parties hereto have executed this Memorandum of Understanding on the date first written above.

For Indian Institute of Technology Mandi

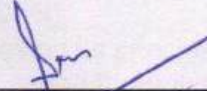
Signature: 
Name: Prof. Shyamkumar Marakapalli
Designation: Dean (SRIC)
Date: _____

Dean SRIC
IIT Mandi
Kamand - 175005,
H.P., India

For Dr. Shroff's Charity Eye Hospital

Signature: 
Name: Dr Virender Singh Sangwan
Designation: Director-Translational Research and Innovations
Date: 20/2/2026

Dr. Virender Singh Sangwan
Director Innovations,
Regd. No. 92223
Dr. Shroff's Charity Eye Hospital
5027, Kedar Nath Road,
Daryaganj, Delhi-110002

Witness 1: Dr Sima Das 

Witness 2: Dr Rohit Saluja 