

INCOMING DATA USE AGREEMENT (the "Agreement") between Sri Devraj Urs Academy of Higher Education and Research (SDUAHER), hereinafter referred to as "Data Provider," and President and Fellows of Harvard College, acting through Harvard T.H. Chan School of Public Health, hereinafter referred to as "Harvard." Data Provider and Harvard may hereinafter be referred to individually as a "Party," and collectively as the "Parties." The effective date of this Agreement shall be the date of execution (the "Effective Date").

WHEREAS, Data Provider shall make the Data, as defined below, available to Harvard as described herein;

WHEREAS, the research contemplated by this Agreement will further the instructional and research objectives of Harvard in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **PURPOSE.** Data Provider shall provide the Data to Harvard at no cost, for the purpose set forth in Exhibit A (the "Purpose"). The Data shall not be used except as authorized under this Agreement. For purposes of this Agreement, a "Harvard Researcher" is an individual who (i) is a faculty member, fellow, student, or employee of Harvard and (ii) needs to access the Data for the Purpose. The Data will be made available only to Harvard Researchers. The Data shall not be further distributed to others, including without limitation, employees or representatives of Harvard other than the Harvard Researchers, without Data Provider's prior written consent.

In no circumstances shall the Data be used in connection with the diagnosis or treatment of human subjects.

2. **DATA.** "Data" means the confidential and proprietary information that is described in Exhibit B, to be disclosed by Data Provider to Harvard and Harvard Researchers in accordance with this Agreement.
3. **TERM.** The term of this Agreement commences on the Effective Date, and expires upon the earlier of: (i) December 31, 2029 or (ii) termination under Section 10.
4. **PUBLICATION.** Harvard agrees to recognize the contribution of Data Provider as the source of the Data in all written or oral public disclosures concerning Harvard's research using the Data, as appropriate in accordance with scholarly standards. The Data Provider will be informed of all proposed research using the Data intended for publication in advance of research initiation. The Data Provider will be offered the opportunity to collaborate on any work using the Data of which is intended for publication. The Data Provider will be included as an author in said publication, so long as the authorship criteria set out by the International Committee of Medical Journal Editors (ICMJE) are fulfilled. An authorship agreement will be drawn up to outline who will be included in authorship, the roles of each co-author, and each author's proposed place in the authorship list, all the aforementioned providing authors contribute to the standard described in the authorship agreement and meet ICMJE authorship criteria.

Harvard and Harvard Researchers will be free to distribute and publish research results and other products of their research in works such as academic journals, books, online publications, unpublished working papers, reports, information included in presentations for academic seminars and conferences, and other materials derived from, based on or using the Data. Prior to any such public use, Harvard Researchers will provide Data Provider with a thirty (30) day period in which to review each proposed publication in confidence, provided that the scope and purpose of such review will be limited to the identification of Data contained in the publication which Data Provider does not consent

to disclose. At the end of the 30-day review period, Harvard and/or Harvard Researchers will have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be further disclosed in substantially the same form on multiple occasions without additional review by Data Provider.

Harvard will provide Data Provider with at least one copy of the final versions of all published papers generated under this Agreement.

5. **LICENSE TO USE DATA.** Nothing in this Agreement will be construed to confer on Harvard any ownership interest, license or other rights as to the Data or any other intellectual property of the Data Provider, except as expressly stated in this Agreement.

Subject to the terms and conditions of this Agreement, Data Provider hereby grants to Harvard and Harvard Researchers the non-exclusive, irrevocable, royalty-free rights: (i) to use the Data and research results derived from the Data for teaching and research, and related scholarly activities, including those listed in the Purpose; (ii) to use the Data in raw and aggregated form, as well as in combination with other data sets; and (iii) subject to Sections 6 and 7, to publish, reproduce or otherwise publicly disclose the research results and other products of the research.

If Harvard or Harvard researchers intend to use the Data for research outputs for publication regarding a single country, approval to use the Data in that publication must be sought from the Data Provider of that country. The Data Provider must respond to this request within twenty-one (21) days, if a response is not provided in the defined time frame, a presumption of approval to conduct the proposed research may be made, and no further approval will be required. Approval does not need to be sought if data from multiple countries are used in said publication.

6. **INTELLECTUAL PROPERTY.** Harvard or Harvard Researchers, as the case may be under Harvard intellectual property policy, shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to (i) all research results produced by Harvard Researchers based on, derived from or using the Data, and (ii) all tangible materials, inventions, discoveries, works of authorship, software, information, and data, in each case, conceived or developed by Harvard Researchers in the performance of the Purpose. Co-authors on any published works resulting from the Data will be entitled to the intellectual property rights provided to them as co-authors, per the ICMJE criteria.
7. **CONFIDENTIALITY.** Harvard (i) will use reasonable care to protect the security of the Data, (ii) will limit access to the Data to authorized recipients as provided in Section 1, and (iii) will not at any time during or after the term of this Agreement disclose Data to persons other than Harvard Researchers without first obtaining Data Provider's prior written consent, except as otherwise required by law in which case Harvard shall, unless prohibited by law, notify Data Provider prior to such disclosure. Harvard will report promptly to Data Provider any disclosure of the Data not authorized by this Agreement of which it becomes aware.

Notwithstanding the foregoing, in no event is information Data if it: (a) was lawfully in the possession of Harvard or Harvard Researchers before receipt from Data Provider under this Agreement; (b) is or becomes publicly available other than as a result of a breach of this Agreement by Harvard or Harvard Researchers; (c) is received by Harvard or Harvard Researchers from a third party having an apparent bona fide right to disclose the information to Harvard; or (d) is independently developed by Harvard or Harvard Researchers without use of the Data.

Notwithstanding anything to the contrary herein, Data Provider may be identified as the source of the Data. Furthermore, each Party may disclose both the existence and purpose of the relationship that is the subject of this Agreement, including the existence of this Agreement.

8. **REPRESENTATIONS AND WARRANTIES.** Data Provider warrants that it has the right to disclose the Data to Harvard and Harvard Researchers.

ALL DATA ARE PROVIDED "AS IS." EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS SECTION, DATA PROVIDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

HARVARD AND HARVARD RESEARCHERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PURPOSE AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. **USE OF NAME.** Except as expressly provided in this Agreement, neither Party shall use or register the other Party's name (alone or as part of another name) or any logos, seals, insignia or other words, symbols or devices that identify the other Party, including any school, unit, division or affiliate ("Names") for any marketing, publicity, or promotional purposes in connection with this Agreement or the Purpose, except with the prior written approval of, and in accordance with restrictions required by the Party whose Name is to be used. The foregoing notwithstanding, the Parties agree that each Party may make factual statements regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. In any such statements, the relationship of the Parties shall be accurately and appropriately described.

10. **TERMINATION.** This Agreement shall expire as of the date described in Section 3, unless extended by agreement of the Parties, or terminated earlier under this Section. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Data Provider may terminate this Agreement immediately if Harvard is determined to be in breach of this Agreement.

Upon the earliest to occur - either termination or expiration of this Agreement - Data Provider may instruct Harvard in writing to either destroy or return the Data to Data Provider within a reasonable time limit, but not less than thirty (30) days from the date of notification. Notwithstanding the foregoing, Harvard may retain one copy of the Data to the extent necessary to comply with the records retention requirements under any law or regulation and for the purposes of research integrity and verification.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE.

12. **GOVERNING LANGUAGE.** The English language version of this Agreement shall be the official version. The Agreement may be translated, if necessary, but the English language version shall govern in the event of any inconsistencies between the two.

13. **GOVERNING LAW.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of

competent jurisdiction in the Commonwealth of Massachusetts, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. Each Party agrees not to raise any objection at any time to the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

14. **COMPLIANCE WITH LAW.** Data Provider and Harvard will perform under this Agreement in compliance with all requirements of all laws, rules regulations, and professional standards applicable to the transfer of the Data and the performance of research for the Purpose. The Parties shall cooperate with each other to facilitate compliance with these laws, regulations and standards.
15. **NOTICES.** Any notice under this Agreement, excluding the actual provision of Data, may be delivered in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate addresses listed in Exhibit C or to the most recent contact information provided by the recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.
16. **INDEPENDENT CONTRACTOR.** The Parties are independent contractors and neither Party shall be deemed to be an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
17. **ASSIGNMENT.** This Agreement and all rights and obligations hereunder shall not be assigned, whether through merger or consolidation, by operation of law or otherwise, without the written consent of the other Party, and any attempt to assign without such consent shall be void.
18. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement or any Exhibit shall be valid unless in writing, and executed by duly-authorized representatives of both Parties. A valid waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach, nor shall it impair any underlying rights or remedies. A failure by one of the Parties to assert its rights hereunder shall not be deemed a waiver of such rights.
19. **SEVERABILITY.** If any provision of this Agreement is or becomes invalid, is ruled invalid by any court of competent jurisdiction, or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected unless the invalid provision materially affects the rights of the Parties.
20. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
21. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between Data Provider and Harvard for the Purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Data Provider and Harvard have executed this Agreement as of the date last signed below.

Sri Devraj Urs Academy of Higher Education and Research (SDUAHER)

By: C Muninrayana C

Name: Dr MUNINRAYANA C

Title: Registrar SDUAHER

Date: 29-03-2025
Registrar

Sri Devaraj Urs Academy of Higher
Education and Research

Tanaka, Kolar - 563 103.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Michelle Cherubin Joseph

Name: Michelle Cherubin Joseph

Title: Associate Director of Research Administration

Date: 26 March 2025

DUA25-0329: SDUAHER

**EXHIBIT A
PURPOSE**

The Global Collaborative for Changing Diabetes in Children Cohort Study seeks to expand the provision of high-value health services for Type 1 Diabetes to children and adolescents. Through collaborations with 14 countries, this cohort study program conducts research activities with leading clinicians, scientists, and researchers in the areas of: digital data systems; research; and epidemiology of diabetes.

EXHIBIT B DESCRIPTION OF DATA/ DATA PARAMETERS

Countries that are part of the Global Cohort - Changing Diabetes in Children will collect data on several variables that relate to disease management of type 1 diabetes in children and adolescents in their respective countries. These countries will then share these data sets with Prof Atun and his research team at the Harvard T.H. Chan School of Public Health for analysis. The variables collected can be categorized into the following categories:

1. Patient History

- Patient Social History (demographics, socioeconomic status)
- Initial clinical assessment
- Past medical history
- Current medication

2. Clinical examination

- Lab values
- Patient Assessment
- Clinical measure
- Complication

3. Disease management

- Investigation (additional medical exams and lab tests)
- Medical therapy (i.e. treatments prescribed)

4. Disease outcome (duration of diabetes, death)

EXHIBIT C
NOTICES

DATA PROVIDER CONTACTS		HARVARD CONTACTS	
<p><u>Administrative Contact</u></p> <p>Name: Dr. Kalyani R. Address: Director, Research & Development cell, SDUAHER Telephone: 9448402775 Email: drkalyani@rediffmail.com</p>	<p><u>Administrative Contact</u></p> <p>Name: Dr. Jake Figi Address: 665 Huntington Ave Bldg 1, Fl 11 Boston, MA 02115 Email: jfigi@hsph.harvard.edu</p>		
<p><u>OTHER</u></p> <p>Name: DR. SUDHA REDDY V.R. Address: PROFESSOR & HEAD Dept. of Pediatrics SDUAHER Telephone: 9980082440 Email: dr.sudhareddy77@gmail.com</p>	<p><u>Harvard Researcher</u></p> <p>Name: Rifat Atun Address: 665 Huntington Ave Bldg 1 - 12th floor Boston, MA 02115 Email: ratun@hsph.harvard.edu</p>		
<p><u>Authorized Official</u></p> <p>Name: Dr. MUNINARAYANA C Address: Registrar SDUAHER Telephone: 9980945878 Email: registrar@sduaher.ac.in</p>	<p><u>Authorized Official</u></p> <p>Name: Michelle Cherubin Joseph Address: Sponsored Programs Administration 677 Huntington Ave, Boston, MA 02115 Telephone: 617-432-8136 Direct Email: mcherubi@hsph.harvard.edu Office Email: nga@hsph.harvard.edu</p>		