

Joint Task Agreement for Science and Technology Innovation Key R&D

Program of Chongqing

Party A (Lead Undertaking Unit): Chongqing Yunnao Medical Technology Co., Ltd.

Unified Social Credit Code: 91500108MAC98PMRXH

Party B (Cooperative Undertaking Unit): Army Medical University of the People's Liberation Army of China

Unified Social Credit Code: A1100000MKO037180N

In accordance with relevant laws and regulations, including the Law of the People's Republic of China on Science and Technology Progress, the Civil Code of the People's Republic of China, the Copyright Law of the People's Republic of China, the Patent Law of the People's Republic of China, and the Law of the People's Republic of China on Promoting the Transformation of Scientific and Technological Achievements, and based on the principles of mutual benefit and common development, both parties have reached the following agreement through friendly negotiation regarding their joint undertaking of the Major Special Project on Technological Innovation and Application Development of Chongqing Municipality titled "Digital Diagnosis and Treatment Equipment for Brain Dysfunction":

I. Project Cooperation Content

Jointly undertake all tasks and assessment indicators for Sub-project 6: Creation of Clinical Demonstration Scenarios and Promotion & Application.

Strictly utilize the municipal allocated funds and self-raised funds in accordance with the requirements of the task indicators.

Complete the research work of this project according to the final signed task agreement and ensure the project's final acceptance.

II. Task Division and Assessment Indicators

1. Party A's Task Division and Assessment Indicators

As the lead undertaking unit of the project, Party A is responsible for organizing project implementation, acceptance, and achievement transformation. The project leader is Senior Engineer Zhang Haifeng.

Main Tasks of Party A:

- (1) Responsible for organizing project implementation, coordinating and organizing all participating units in project construction, sub-project setup, research content, organizational framework, and research & development activities.
- (2) Responsible for raising supporting project funds and consolidating budgets from all units to

form the project's total budget.

(3) Complete the research work of this project according to the final signed task agreement and ensure the project's final acceptance.

Assessment Indicators for Party A:

(1) Develop one set of EEG data optimization analysis software, achieving EEG correct recognition rate above 95%.

(2) Develop one unit of digital diagnosis and treatment equipment for brain dysfunction, with a domestic component rate of no less than 95%, no fewer than 16 integrated EEG acquisition and stimulation electrodes, a 15% improvement in diagnostic accuracy, and a 10% improvement in treatment efficacy.

(3) Establish one intelligent auxiliary diagnosis, treatment decision-making, and rehabilitation cloud platform, validated in more than 20 medical institutions, cumulatively serving no fewer than 1,000 patients.

(4) Obtain two Class III Medical Device Registration Certificates.

(5) Identify no fewer than 3 precise intervention targets, applied in the precise diagnosis and treatment of at least 2 types of brain functional disorders (e.g., cognitive, sleep disorders).

(6) Obtain authorization for 8 patents and register 10 software copyrights.

2. Party B's Task Division and Assessment Indicators

As a cooperative undertaking unit of the project, Party B is the lead unit for Sub-project 6: Clinical Scenarios and Promotion & Application. The sub-project leader is Associate Professor Hou Jingming.

Main Tasks of Party B:

(1) Organize and conduct multi-center, large-sample clinical trials to carry out demonstration applications of the "Digital Diagnosis and Treatment Equipment for Brain Dysfunction".

(2) Develop clinical application demonstration plans based on the characteristics and indications of the digital diagnosis and treatment equipment for brain dysfunction. Organize and guide the medical rehabilitation institutions participating in the clinical application of this project to carry out clinical data collection work. Supervise and coordinate the designated hospitals to collect clinical data and form clinical application reports.

(3) Complete the research according to the final signed task agreement and ensure the project's final acceptance.

Assessment Indicators for Party B:

(1) Establish the intelligent auxiliary diagnosis, treatment decision-making, and rehabilitation cloud platform. Organize no fewer than 20 medical institutions to carry out application demonstrations, complete 2,000 qualified cases, and formulate one multi-center, large-sample rehabilitation guideline and expert consensus.

(2) Complete 3 clinical application demonstrations of non-invasive acquisition and electrical stimulation closed-loop brain-computer interface integrated equipment, along with 3 products based on brain-computer interface, hand function, and lower limb function, in qualified hospitals.

(3) Publish 1 SCI-indexed paper (Papers and works published based on research work funded by

this project must acknowledge the project name and funding source, as well as the model and manufacturer of the equipment used). Train 4 individuals, including master's/doctoral students or young key personnel.

(4) Obtain authorization for no fewer than 1 invention patent and no fewer than 2 software copyrights.

(5) For research results including papers, monographs, prototypes, and samples, the first funding information notation shall be: Funding Project: Science and Technology Innovation Key R&D Program of Chongqing (No. CSTB2024TIAD-STX0044).

III. Fund Allocation and Budget Formulation

The project has been approved for municipal and district allocated funds totaling 20 million RMB. It is agreed that Party B, as a participating unit in Sub-project 6, will receive funds amounting to 5% of the total municipal and district allocated funds, totaling 1 million RMB. Supporting funds will be 1,000 RMB per case (based on the clinical protocol, must be a qualified case completing one treatment course). The final funds disbursed to Party B will be calculated proportionally based on the actual fiscal funds received by the project.

IV. Intellectual Property

The intellectual property rights and corresponding interests obtained by the lead unit and the cooperative unit prior to applying for this project shall remain owned by each party respectively and shall not be altered due to jointly undertaking this project.

During project execution, both parties shall promptly take measures to protect the intellectual property of scientific and technological achievements generated during the project execution process in the following manner:

(1) Intellectual property rights related to products formed through this project's research shall be owned by the lead unit. All source codes shall be open source to the lead unit.

(2) Moral rights of jointly completed scientific and technological achievements, such as rights of authorship, rights to legally obtain honorary titles, award certificates, bonuses, and other honors, shall be jointly owned by the completing parties.

V. Ownership of Assets Such as Equipment, Instruments, and Materials Developed or Procured During Project Execution

Equipment, instruments, and materials developed or procured using the municipal allocated special funds shall be handled in accordance with relevant national laws and regulations.

Equipment, instruments, and materials developed or procured using supporting funds shall be handled according to agreements between the provider and the user of the supporting funds.

VI. Confidentiality Clause

Either party shall keep confidential the content of this agreement and the business, financial, technical, product information, user data, and other non-publicly known documents or

information (collectively referred to as "Confidential Information") obtained or received from the other party in the course of performing this agreement. Without the prior written consent of the other party, neither party shall disclose such information to any third party outside this agreement. Both parties may disclose the other party's provided Confidential Information only to their project personnel who necessarily need to know it for the purposes of this agreement, and shall copy and use the Confidential Information only for the purposes of this agreement. This confidentiality obligation shall remain effective after the expiration, modification, termination, or rescission of this agreement.

VII. Liability for Breach of Agreement

According to the project task division, if a cooperative party fails to complete the research and development work on schedule due to its own reasons, or if the project achievements fail to meet the assessment indicators agreed upon in the project task (or contract) agreement, that cooperative party shall take measures to complete the research and development work as soon as possible or bring the project achievements up to the requirements of the project task (or contract) agreement, and shall bear the corresponding increased costs incurred thereby.

If a cooperative unit fails to perform its contractual obligations as agreed without 正当理由 (justifiable reason), the project lead unit has the right to suspend or recover part or all of the allocated funds. Economic losses caused thereby shall be borne by that cooperative unit. If losses are caused to other parties, that cooperative unit shall be responsible for compensation.

If a cooperative party violates the corresponding project fund usage measures or, upon confirmation by the project lead unit, the planned progress does not conform to the project task (contract) agreement, the project lead unit has the right to reduce or suspend subsequent fund allocation. Losses arising therefrom shall be borne by that cooperative party; if the circumstances are serious, the project lead unit has the right to apply to the project organizing unit and the Chongqing Science and Technology Bureau to adjust or terminate the project task (contract). Simultaneously, that cooperative party shall return the allocated project funds, and shall also bear any losses resulting from project delays caused thereby.

If either party is unable to perform its contractual obligations due to force majeure, its liability for breach may be exempted, provided that it promptly notifies the project lead unit and provides proof within a reasonable period that the contract cannot be performed due to force majeure. Upon learning that a cooperative party cannot perform its contractual obligations due to force majeure, the project lead unit shall promptly report to the Chongqing Science and Technology Bureau for approval.

In the event of force majeure, both parties shall take appropriate measures to mitigate losses. If either party fails to take measures or takes inappropriate measures, resulting in the enlargement of losses, it shall be liable for the enlarged losses.

VIII. Supplementary Agreements or Dispute Resolution

Disputes arising during project execution shall be resolved through negotiation between the parties. They may also request the competent authorities to mediate. If the parties are unwilling to negotiate or mediate, or if negotiation or mediation fails, then the dispute shall be submitted to the competent people's court in the location of the project lead unit for litigation.

IX. Validity Period

This agreement is made in quadruplicate, with the project lead unit holding two copies and the project cooperative unit holding two copies. Each copy has equal legal effect.

This agreement shall become effective upon being signed by the legal representatives or entrusted agents of both parties and sealed with their official seals. It shall remain valid until the project acceptance is approved by the Chongqing Science and Technology Bureau.