



Memorandum of Understanding

on research cooperation between the Indian Council of Medical Research (ICMR) and the Hermann von Helmholtz Gemeinschaft Deutscher Forschungszentren e.V. (Helmholtz Association of National Research Centres)

The Indian Council of Medical Research (P.O. Box No. 4911, Ansari Nagar, New Delhi-110029, India), represented by its Director-General, hereinafter referred to as "ICMR"

and the

Hermann von Helmholtz Gemeinschaft Deutscher Forschungszentren e.V. (Ahrstr. 45, in 53175 Bonn, Germany), represented by its President, Professor Dr. Jürgen Mlynek, hereinafter referred to as "Helmholtz Association", hereinafter jointly referred as "Parties",

Considering the Indo-FRG Agreement on Scientific and Technological Cooperation that was signed in 1974 (January / March) by the Secretary, DST and FRG Ambassador to India, in which Item 2 of this agreement stated that the "Substance, scope and implementation of cooperation shall in each individual case be the subject of special arrangements to be concluded between the two contracting parties or such agencies as are designated by them";

Considering in accordance with the above, the ICMR-GSF (Indian Council of Medical Research – Forschungszentrum für Umwelt und Gesundheit GmbH) Special Arrangement that was signed in January / February, 1976 and which was further renewed on 30th May, 1990;

Considering that this MoU is a continuation of the MoU signed between ICMR and Helmholtz Association on 24th April 2006 in Hannover in the presence of Honorable Prime Minister of India Dr. Manmohan Singh and the German Chancellor Dr. Angela Merkel;

Considering that the ICMR and the Helmholtz Association are distinguished research organisations in their home countries with outstanding scientific resources and scientific-technical facilities at their disposal;

Considering that the ICMR and the Helmholtz Association wish to express their endeavour to advance the development of research cooperation in the field of the bio-medical sciences. Initially the focus will be on

1. Infectious diseases,
2. Oncology and
3. Biomedical research related to health

Conscious of the outstanding significance of international research cooperation and of the exchange of scientists and researchers between the ICMR and the Helmholtz Association as well as their institutions;

Considering the positive experience of the long-standing relations between research centres/institutes of the ICMR and of the Helmholtz Association;

conclude the following MoU



Article I

Purposes of this Memorandum of Understanding

The present MoU serves the development and intensification of mutual and reciprocal cooperation between institutions and facilities connected with the two Parties and with the respective science and research communities in the two countries as well as the joint and collaborative use of facilities, instruments and equipment in fields which are of the very highest interest to both Parties. In this respect, priority is given to investigating systems of high complexity and to contributing to solving the grand challenges of society and science to the mutual benefit of both Parties.

To these ends, the Parties shall

- hold strategic planning talks to identify key joint and collaborative activities,
- promote the implementation and execution of joint and collaborative scientific research projects,
- organise joint scientific workshops, conferences and working meetings at bilateral level, as well as at multilateral level to participate in EU-funded projects and
- advance the exchange of scientists and researchers and of scientific-technical information under approved projects.

Article II

Implementation

Arrangements to implement and execute all these activities shall be defined by the Parties or by their respective scientific research institutions in written individual agreements. The financing of scientific research projects and of the exchange of scientists and researchers shall be agreed in writing and on an individual basis for each project.

Written individual agreements on joint and collaborative scientific research projects shall be drawn up in line with the following principles:

- Parties to the individual agreements shall advise each other of the projects carried out and the findings produced within the scope of the present Agreement and especially as part of the joint and collaborative research projects so that they can jointly decide how to protect these findings.
- Parties to the individual agreements shall consult with and advise each other on measures to protect these findings and shall – as far as this is appropriate – initiate steps to apply for the intellectual property rights to findings requiring protection to be appropriately protected.
- Parties to the individual agreements shall undertake all appropriate measures to enable the findings and the acquired intellectual property rights, as far as possible and within suitable timeframes to be used. This may be done under joint responsibility, or may be left to the responsibility of the respective other party to the individual agreement, or may be transferred to the responsibility of a third party.
- Parties to the individual agreements shall devise in the agreements how to deal with revenue accruing from commercial exploitation of produced findings.



Each party to the individual agreement shall be entitled to publish the findings produced in connection with joint and collaborative projects. Parties to the individual agreements devise in the agreements whether publications must be agreed in advance with the respective other Party or merely be acknowledged to each other.

Article III

Joint Steering Committee

Each party shall appoint members to a strategic Joint Steering Committee. The Steering Committee shall define joint topic areas and explicit specialist topics of particular strategic importance to the research cooperation between the institutions and facilities of both Parties and shall select strategic topics for joint funding.

The Joint Steering Committee shall convene once a year or as required. Steering Committee sessions shall be held alternately in India and in Germany. The host country shall chair the respective session of the Steering Committee with co-chair from other side.

Sessions of the Joint Steering Committee may also be replaced by other communication channels, e.g. written communication. The Steering Committee may also use written communication in its decision-making processes in the form of agreed minutes.

Article IV

Communication

Proposals on joint and collaborative research projects may be submitted by scientific research institutions from both sides and shall be presented to the Steering Committee for decision.

Said proposals must contain the following items of information:

- Title of the (research) topic
- Objectives & Goals of the scientific research
- Expected research findings
- Forms of cooperation and work sharing
- Deadlines for the completion of research projects
- Names & addresses of the coordinators and a list of the project participants from the Indian and the German side alongwith their CVs
- Methodology & detailed proposed research plan
- Budget
- Exchange of Scientists (Period / Duration & number).



Article V

Exchange of Scientists and Researchers

The exchange of scientists and researchers shall be undertaken exclusively for the purpose of carrying out joint and collaborative scientific research projects and for training young scientists and researchers under joint collaborative research projects approved by both the sides.

The following procedure will be followed for implementing the exchange of visit of scientists:

1. Candidate shall be normally nominated at least three months in advance before the proposed date of arrival in the host country.
2. The sending party shall in each case supply the receiving party with essential details of its nominated scientists such as his/her brief CV, passport details, publication, proposed scientific programme and likely dates/ places etc.
3. Not later than 2 months following the receipt of a nomination, the receiving party is to inform the sending party about the acceptability of the proposed visit

Article VI

Disputes

In the event of disagreements on the interpretation and implementation of this MoU, the Parties shall make every effort and endeavour to resolve these disputes amicably by mutual agreement.

Article VII

Supplements to the Memorandum of Understanding

The provisions of the present MoU may be supplemented or amended by mutual agreement. Supplements and amendments must be agreed in writing in order to become a constituent part of the present MoU.

Article VIII

Term of the Memorandum of Understanding

The present MoU shall come into force on the date of its signing and shall remain in force for a term of five years. If the MoU is not terminated to the end of this term it will automatically be extended for a further period of five years.

If any one Party terminates the present Agreement, this in no way affects the obligations arising from the individual agreements concluded during the present MoU's term of validity or in progress at that time, unless the parties to the individual agreements concur otherwise on this by mutual agreement.



Article IX

Final Provisions

All forms of cooperation and collaboration undertaken within the scope of the present MoU, shall be carried out in accordance with the respective domestic law.

Under no circumstances may the present Agreement restrict the activities which the Parties engage in with other public or private institutions, organisations or individuals.

Drawn up in New Delhi on 31st May, 2011 in two originals.

For the ICMR

For the Helmholtz Association (HGF)

Dr. V. M. Katoch
Secretary
Department of Health Research
MOH&FW, GOI &
Director General
Indian Council of Medical Research (ICMR)
Ansari Nagar, New Delhi-110029, India

Prof. Dr. Dirk Heinz
Scientific Director
Helmholtz Centre for Infection Research
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for

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Addendum

**to the Memorandum of Understanding
on research cooperation between the
Indian Council of Medical Research (ICMR)
and the
Hermann von Helmholtz Gemeinschaft Deutscher Forschungszentren e.V.
(Helmholtz Association of National Research Centres)**

This addendum is to extend the Memorandum of Understanding to include Translation Research and develop an

Helmholtz-ICMR-co-operation on Translational Research in Infectious Diseases

The ICMR, New Delhi, and Helmholtz Centre for Infection Research (HZI), Braunschweig will be responsible for coordination and facilitation of the cooperation between these two organizations dealing with medical/health research in their respective countries. The heads of both organisations will communicate/meet each other in order to follow the implementation of this MOU and to evaluate it.

The sending party shall bear the costs of transportation of its visitors/ scientists.

The receiving party will provide accommodation and living expenses.

The daily allowances /stipend will be as per the existing rates agreed upon by both the countries.

Drawn up in New Delhi on 31st May, 2011 in two originals.

For the ICMR

For the HZI

Dr. V. M. Katoch
Secretary
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Second Addendum

**to the Memorandum of Understanding
On research cooperation between the
Indian Council of Medical Research (ICMR)
and the
Hermann von Helmholtz Gemeinschaft Deutscher Forschungszentren e.V.
(Helmholtz Association of German Research Centres)**

This Second Addendum is to extend the ICMR- HGF Memorandum of Understanding including its Addendum signed 31st May, 2011, (the "MoU") and develop an

Helmholtz-ICMR-cooperation on Chronic Viral Disease and Anti Microbial Resistance and any other areas of mutual interest.

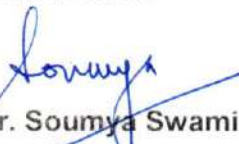
The ICMR, New Delhi, and Helmholtz Centre for Infection Research (HZI), Braunschweig, will be responsible for coordination and facilitation for the cooperation between these two organizations dealing with medical/health research in their respective countries. The Heads of both organizations will communicate/meet each other in order to follow the implementation of this Second Addendum to the MoU and to evaluate it.

It is herewith agreed that the term of this Second Addendum shall be according to the term of the MoU as laid down in Article VIII, which has automatically been extended for a further period of five years, and shall continue in effect until 30th May 2021. If the MoU is not terminated to the end of this term it will automatically be extended for a further period of five years.

All other terms and provisions as agreed upon under the MoU shall remain in force unchanged and shall be followed by both Parties. This Second Addendum forms part of the MoU.

Drawn up in Berlin on 29 May 2017 in two originals.

For the ICMR


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For the HZI


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