



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MEDICAL RESEARCH COUNCIL, UNITED KINGDOM
AND
THE INDIAN COUNCIL OF MEDICAL RESEARCH
IN THE FIELD OF HEALTH RESEARCH**

India and the UK share a strong partnership built upon the foundations laid by a long and historical relationship. The two countries share a common vision for further strengthening their partnership through new and existing initiatives.

The Indian Council of Medical Research (ICMR), and the UK Medical Research Council (MRC) (hereinafter collectively called as Parties), the apex health research organizations in their respective countries, established an alliance to develop cooperative research activities in the field of biomedical science through a Memorandum of Understanding (MoU) which came into effect in February 2010.

The Parties hereby mutually wish to renew their commitment to work together through a new MoU and have reached the following understanding:

Article 1: The Parties

- (i) The Indian Council of Medical Research (ICMR) is one of the oldest medical research councils in the world, established in 1911, as the Indian Research Fund Association (IRFA) by a handful of British officers of the then Indian Medical Services. In 1950, soon after India's independence, the IRFA was re-named the Indian Council of Medical Research. The ICMR Headquarters has today blossomed into a vibrant network of 32 Institutes and many field stations in various parts of the country. Its mission is to conduct research (both fundamental and applied) to find solutions to India's health issues. The ICMR has an intramural and an extramural research programme. It is an autonomous organization within the Department of Health Research (DHR), and funded by the Ministry of Health & Family Welfare, Government of India.
- (ii) The MRC was formed in 1913 following a recommendation by the Royal Commission on Tuberculosis that a permanent medical research body be created. The UK's Medical Research Council (MRC) is a publicly-funded organisation dedicated to improving human health. It supports research across the entire spectrum of medical sciences, through an extramural programme in universities and hospitals and through an intramural programme in its own units and institutes in the UK and Africa. The MRC's mission is to encourage and support research to maintain and improve human health; produce skilled researchers; advance and disseminate knowledge and technology to improve the quality of life and economic competitiveness of the UK; and promote dialogue with the public about medical research. The MRC receives annual 'grant-in-aid' funding from Parliament through

the Department of Business, Innovation and Skills (BIS). The MRC works closely with other stakeholders to identify and respond to the UK's health needs.

Article 2: The Purpose

- (i) The main purpose of this MOU is to build on the health research relationship established between the Parties under the joint MoU in force from February 2010 to February 2015.
- (ii) MRC and ICMR have jointly organised workshops and launched Calls for Proposals (CFP) under the earlier duration of the agreement signed in 2010. Four projects have been funded by both the Parties under the first CFP in Chronic Diseases launched in 2010. The second CFP on Mental Health has also been launched in 2014 by the Parties and selected projects are likely to be co-funded.
- (iii) It is anticipated that this MoU will consequently be of general benefit to global health by generating a better understanding of both the molecular and biological mechanisms underlying diseases as well as the social and environmental determinants of health; better use of existing tools and development of newer tools; the translation of results of research into tangible products for use by the community; and by the synergy of a collaborative and sharing approach.

Article 3: Research Areas

The Parties hereby constitute themselves in an alliance for benefit to global health by encouraging research in a range of health areas of mutual interest across the spectrum of medical sciences. These may include areas of strategic national importance likely to deliver improved health outcomes as laid out in each organisation's strategic/business plan, along with any emerging areas of global importance. These may include, but shall not be limited to:

- (i) Antimicrobial Resistance
- (ii) Dementia
- (iii) Maternal and Child Health
- (iv) Impacts of environmental change (including climate) on health
- (v) Any other area of mutual interest falling within the scope of this MoU

Article 4: Implementation

ICMR and the MRC shall promote direct cooperation likely to be advantageous to both organizations through mechanisms that Parties may agree on when the need arises. These mechanisms may include, but shall not be limited to:

- (i) Joint workshops to scope calls for proposals and identify mutually important topics of collaboration.
- (ii) Joint research proposals/projects in mutually identified areas which may include research, training and the application of knowledge.
- (iii) The exchange of scientists under approved collaborative projects.
- (iv) Access to data in each country and permitted as per regulations of each country for successful implementation of collaborative projects.

- (v) The exchange of scientific information through publications, lectures, workshops, seminars and the co-sponsorship of such endeavours.
- (vi) Joint working-level meetings to enable joint-decision making on proposals received for MRC-ICMR funding for further consideration of JSC and for final approval of Health Ministry's screening Committee (HMSC) on Indian side.

Article 5: Leadership

The Parties will be responsible for coordination between them and with other related organisations in connection with research conducted pursuant to this MOU. The administrative heads of each of the Parties, or their representatives, will communicate with each other on a regular basis, directly or via the Research Councils UK (RCUK) India office, based at the British High Commission in New Delhi, in order to provide oversight of the implementation of this MOU.

Article 6: Delegated Authority

When appropriate, the MRC may grant delegated authority to RCUK India to take forward discussions with International Health Division of ICMR on ongoing programmes as well as to represent the MRC at relevant meetings.

Article 7: Joint Steering Committee

The Parties shall establish a Joint Steering Committee consisting of up to four (4) delegates from each organisation. This Committee shall meet as and when deemed necessary, with either alternate countries as location or may conduct meetings through electronic or other means, at the discretion of the Steering Committee. The JSC is expected to operate at the level of the CEO of MRC and DG, ICMR, or as delegated by the head of each organisation. The Steering Committee shall evaluate and identify topical areas of particular strategic importance to the research cooperation between the Parties, and shall propose topics for joint or other funding. Expenses such as travel, accommodation, insurance, local transport etc. of the JSC members shall be borne by the sending Party. However, the organizational expenses of the meeting would be met by the host country.

Article 8: Working Level Meetings

Following the successful implementation of the previous MOU between the ICMR and MRC and as decided during the JSC meeting held in June 2013, the Parties are now in a position to take this partnership forward through working-level meetings at the level of the Director/Head of International Division at each organisation, along with other co-opted members of the Parties and academic experts where relevant and whenever JSC meeting is not possible/feasible. The decision taken during the working level meeting will be required to be approved / endorsed by JSC co- Chairs internally. These working-level meetings shall take place as, when and where deemed appropriate by the Director/Head of International Division or may be conducted through electronic or other means, at the discretion of the Director/Head of International Division.

Article 9: Transfer of Biological Tissue and Samples

The offices of ICMR and the MRC will assist and facilitate wherever necessary the completion of any documentation or procedures required to permit the transfer of biological tissues/samples between India and the United Kingdom (as per existing laws, rules and guidelines of respective countries in force) to allow the analysis of such tissue/samples for the efficient conduct of research and successful implementation of clinical programmes under the duly approved collaborative research projects.

Article 10: Disputes

In the event of any disagreement on the interpretation and implementation of this MOU, the Parties, shall make every effort to amicably resolve such disputes, or to amend the MOU by agreement between the authorized Officers of the Parties.

Article 11: Exclusivity

The Parties understand that this relationship is not exclusive and that entering into this MOU will not prevent either Party from associating with any other Party for the purpose of conducting similar programmes. In the event that one Party desires to enter into a similar collaboration with any third Party it shall, as a matter of courtesy, inform the other Party to this MOU of its intentions.

Article 12: Ethical and Regulatory Issues

Each Party recognizes the significance of appropriate regulatory ethical review of research projects and will follow such regulations as are applicable in both India and the United Kingdom.

Article 13: Terms of Co-operation

- (i) Each Party shall designate a liaison officer to be the point of contact for developing the partnership under the terms of the MOU.
- (ii) Area coordinators for each of the identified areas will be appointed in India and UK to take lead as appropriate.
- (iii) The terms of co-operation for the implementation of such proposals developed pursuant to the above clauses shall be mutually discussed and agreed upon by the parties prior to the initiation of that activity.
- (iv) This Memorandum of Understanding is not intended to create binding, legal obligations between the Parties.

Article 14: Publications and Intellectual Property

- (i) Publications of all results obtained by groups of scientists from the two countries, and arising from joint research projects, should mention the support received through this programme.

- (ii) Should the results of research be patentable, the Parties shall enter into a separate agreement protecting the joint ownership and legal status of the patent within their own territories and in third countries subject to the applicable laws, regulations and existing IP commitments.

Article 15: Duration

The duration of this MOU is five years from the date of the last signature of the Parties, unless earlier terminated. The MOU may be renewed for further periods by mutual agreement between the Parties.

Article 16: Termination

Either Party may terminate this MOU by giving 6 months advance written notice to the other.

Article 17: Amendment

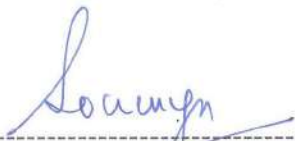
Amendments, revisions or modification to this MOU may be proposed by either Party at any time during the term of the MOU and shall be effective from the date of written agreement signed by both Parties.

In Witness whereof the duly authorized representatives of the Parties have signed this MoU.

This Memorandum of Understanding is signed in two originals each in English & Hindi at **New Delhi** on **10th November, 2015** all texts being equally authentic, in case of divergence in interpretation, the English text shall prevail.

For the Indian Council of Medical Research(ICMR)

For the Medical Research Council(MRC)



Dr. Soumya Swaminathan
Director General, ICMR



Dr. Nafees Meah
Director, RCUK India
Official Representative of MRC in India