



Australian Government  
National Health and  
Medical Research Council

**MEMORANDUM OF UNDERSTANDING**  
**ON**  
**RESEARCH COOPERATION**  
**BETWEEN**  
**THE INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR), INDIA**  
**AND**  
**THE NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL (NHMRC),**  
**AUSTRALIA**

The Indian Council of Medical Research, New Delhi India, represented by its Director-General, hereinafter referred to as "ICMR", under Department of Health Research, Ministry of Health and Family Welfare, Government of India

and

The National Health and Medical Research Council of Australia, represented by its Chief Executive Officer, hereinafter referred to as "NHMRC",

Jointly referred to as "Parties"

Noting the Agreement between the Government of Australia and the Government of the Republic of India on Co-operation in the Fields of Science & Technology, done at Canberra on 15 October 1986.

Consistent with both Parties' commitment in this agreement to promote cooperation in the fields of civil, scientific and technological research and development

Considering that ICMR and NHMRC are distinguished organisations in their home countries;

Considering that ICMR and NHMRC wish to express their endeavour to advance the development of research cooperation in the field of health and medical research;

Conscious of the outstanding significance of international research cooperation; have reached the following understanding:

### **Article I–Scope**

Initially the focus areas under this Memorandum of Understanding (MoU) are:

1. Infectious diseases
2. Oncology
3. Chronic diseases, pursued via each Party's membership of the *Global Alliance for Chronic Diseases*
4. Public health and clinical aspects of chronic diseases
5. HIV/AIDS
6. Road traffic injuries
7. Maternal and child health
8. Health systems
9. Any other areas of mutual interest

### **Article II–Purpose**

This MoU serves the development and intensification of mutual and reciprocal cooperation between the respective health and medical research communities in the two countries in fields of the highest interest of both Parties.

To these ends, the Parties shall:

1. Hold strategic planning talks to identify key joint and collaborative activities;
2. Promote the implementation and execution of joint collaborative scientific research projects;
3. Organise joint scientific workshops, symposia, conferences or working meetings at a bilateral level; and
4. Advance the exchange of scientists and researchers and of scientific-technical information under approved projects.

### **Article III - Symposia/Workshops**

The arrangements relating to the specific roles and responsibilities of the Parties and the other arrangements in relation to Symposia / workshop shall include the following:

- i) The organisational expenses of the Symposium/Workshop (venue hire and secretariat support) shall be borne by the host Party.
- ii) Each Party shall facilitate attendance of its national researchers at the symposium/workshop, including the administration of support for travel including visa entry, per diem, and health insurance provided to its researchers at its own expense and according to the Party's rules and procedures.

- iii) The host Party shall provide accommodation and local transport to and from the symposium/workshop to all participants.

Commitment of funds for workshops / meetings and research projects is decided from time to time as per the funds available at that time.

Arrangements to implement and execute all these activities shall be agreed to by the Parties prior to commencement of the activity.

#### **Article IV - Intellectual Property Rights**

Both Parties will make appropriate arrangements with researchers and institutions to ensure the protection of intellectual property rights consistent with the laws, policies, rules and regulations of the respective Parties.

#### **Article V - Joint Steering Committee**

Each Party shall appoint members to a Joint Steering Committee (JSC) with co-Chairs from each Party. The JSC shall propose topic areas and explicit specialist topics of particular strategic importance to the research cooperation between the institutions and facilities of both Parties and shall propose strategic topics for joint funding.

The JSC shall convene a meeting once a year or as required. JSC sessions shall be held alternately in India and in Australia. The expenses related to travel including visa entry, accommodation, per diem, health insurance, local transport, shall be borne by the sending Party whereas the organisational expenses (venue hire and secretariat support) of the JSC meetings shall be borne by the host Party.

Actions of the JSC may also be replaced by other communication channels, e.g. written communication / teleconference / videoconference. The JSC may also use written communication in its decision-making processes in the form of agreed minutes.

In the case of NHMRC, recommendations for the topic areas will be considered by NHMRC's Research Committee and Council prior to being adopted for use by NHMRC's CEO.

In the case of ICMR, specific topics will be considered by Technical Divisions of ICMR.

#### **Article VI - Support for Collaborative Research Projects**

Arrangements to invite applications in the agreed topic areas (pursuant to Article I) through joint call for proposal/RFA shall be agreed by the Parties prior to commencement of the activity. Proposals for joint collaborative research projects may be submitted by scientific research institutions from both sides and shall be assessed against agreed selection criteria by a Joint Review Panel consisting of independent experts established for this purpose by the Parties.

Arrangements for the submission of applications, including application format, will be agreed between the Parties. It is anticipated that applications would contain the following items:

1. Title of the (research) topic
2. Objectives and goals of the scientific research
3. Expected research findings including translational outcomes
4. Forms of cooperation and work sharing
5. Deadline for the completion of research projects
6. Names and addresses of the coordinators and a list of the project participants from the Indian and Australian side along with their CVs.
7. Names and addresses of the research institutions where the project will be undertaken
8. The name and address of the Australian-based NHMRC Administering Institution that will be responsible for the administration of NHMRC grant funds.
9. Methodology & detail proposed research plan
10. Budget
11. Exchange of Researchers (Period/Duration and number).

In the case of NHMRC, the CEO accepts Council's recommendations on advice from NHMRC's Research Committee and formally seeks approval from the Minister with portfolio responsibility for NHMRC to expend relevant money.

In case of ICMR, the shortlisted projects will be put up for consideration of Health Ministry's Screening Committee and other necessary approvals.

Each Party will fund the components of the research approved under this MoU that is to be conducted in their country. Neither Party will fund the components of research approved under this MoU that are to be undertaken in the other Party's country.

#### **Article VII - Exchange of Researchers**

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

The following procedure will be followed to implement the exchange or visits of scientists:

1. Exchange will only occur under joint research projects and 'stand-alone' visits will not be supported by the Parties.
2. Applications submitted pursuant to Article V will be required to include a proposal for the exchange of personnel and the value of this exchange to the proposed research and the training of health and medical research personnel.

3. The proposal to exchange scientists would be funded as part of the application.
4. Successful applicants of projects (Principal/Chief Investigators) will make the necessary arrangements (including providing accommodation and/or per diem to visiting scientists) to facilitate the exchange of personnel with their joint research collaborators in the other country.
5. NHMRC will not have a direct role in facilitating the exchange of researchers, which will be the responsibility of Australian Adminlstering Institutions.
6. ICMR will aid Indian Principal Investigators in facilitating the exchange of researchers including having responsibility for obtaining governmental clearances and arranging air travel.

### **Article VIII - Transfer of biological material and publications**

Both Parties acknowledge the importance of the protection of human and animal subjects in any health program. In recognition of this, both the Indian and the Australian Governments have adopted laws and regulations on the protection of human and animal subjects, including the transfer of biological material and intend to follow the same in accordance with applicable laws, regulations and policy of each country. Matters related to the transfer of biological material and research projects should receive prior approval on each side according to the existing rules and regulations of each country.

The Parties encourage investigators funded under the joint activities described herein to publish their findings in any publication specifically related to work funded or approved under this MoU. Investigators should make an appropriate reference to the MoU and the collaborative effort it establishes. Australian investigators are required to publish in compliance with NHMRC's Open Access Policy

### **Article IX –Disputes**

In the event of disagreements on the interpretation of an implementation of this MoU, the Parties shall make every effort to endeavour to resolve these disputes amicably through consultation and negotiation.

### **Article X - Supplements to the Memorandum of Understanding**

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

### Article XI - Term of the Memorandum of Understanding

The present MoU shall come into force on the date of signing by the Parties and shall remain in force for a term of five years. If the MoU is not terminated by the end of this term it will automatically be extended for a further period of five years. The MoU may be terminated by either Party by giving at least a six months' notice in advance.

### Article XII - Final Provisions

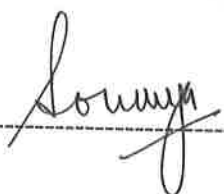
All forms of cooperation and collaboration undertaken within the scope of the present MoU shall be carried out in accordance with the respective domestic laws of the Parties.

Under no circumstances will this MoU restrict the activities in which the Parties engage with other public or private institutions, universities, organisations or individuals. However, this MoU is neither intended to be nor should it be construed as a legally binding arrangement. Legal rights and obligation shall not be created by the execution of this MoU by the Parties.

Signed in duplicate, in two originals, each in Hindi and English language, both texts being equally authentic. In the event of any inconsistency between the Hindi and English version of this Memorandum of Understanding or any ambiguity as to interpretation of provisions, the English version will prevail.

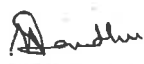
#### For the ICMR

**Dr. Soumya Swaminathan**  
Secretary, Department of Health Research,  
Ministry of Health and Family Welfare  
Government of India and Director General  
Indian Council of Medical Research

  
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Dated: 28<sup>th</sup> January 2016

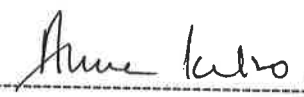
Place: New Delhi

Witness:   
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(signature)

D.H. Sandhu, ICMR  
(name)

#### For the NHMRC

**Professor Anne Kelso AO**  
Chief Executive Officer  
National Health and Medical Research  
Council of Australia

  
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Dated: 10 February 2016

Place: Canberra

Witness:   
\_\_\_\_\_  
(signature)

ANTHONY KINGDON  
(name)