

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RESEARCH COUNCIL OF NORWAY
AND
INDIAN COUNCIL OF MEDICAL RESEARCH
ON
HEALTH RESEARCH**

The Research Council of Norway (RCN) and The Indian Council of Medical Research (ICMR) (hereinafter collectively referred to as the "Parties" or individually as a "Party"),

Whereas RCN is a national strategic and funding agency for research activities, and a chief source of advice on and input into research policy for the Norwegian Government, the central government administration and the overall research community,

Whereas ICMR is the apex body in India for formulation, coordination and promotion of biomedical research (both fundamental and applied) to find solutions to India's health issues. It is funded by Government of India through Department of Health Research, Ministry of Health and Family Welfare(MOHFW).

Acknowledging the Agreement between the Government of India and the Government of Norway on cooperation in the fields of Science and Technology, signed in 2006, and its Programme of Cooperation (PoC), coordinated by the Department of Science and Technology, India, and RCN.

Concurring on the importance of cooperation in bio - medical sciences and health research

Given the excellent scientific and technological research opportunities existing in the two countries in the field of Health sciences, and

Recognizing that such cooperation is of benefit to both countries,

NOW IT IS AGREED as follows:

Article 1. Purpose

The main purpose of this MOU is to establish a health research relationship between the Parties within the field of responsibility of ICMR and RCN, respectively.

Article 2. Areas of Collaboration

The Parties hereby constitute themselves in an alliance for encouraging research in a range of health areas of mutual interest. These may include

- Human vaccines
- Infectious diseases
- Antimicrobial resistance
- Any other area of mutual interest

Article 3. Implementation

ICMR and the RCN shall promote direct cooperation within the field of responsibility of both organizations through:

- a) Organising joint calls and funding for research proposals/projects in mutually identified areas.
- b) Facilitating the exchange of scientists under approved collaborative research projects
- c) Facilitating the exchange of scientific information through publications, lectures, workshops, seminars, and the co-sponsorship of such endeavours.

Article 4. Leadership

The ICMR and the RCN will be responsible for coordination between the Parties and with other related organizations in connection with research conducted pursuant to this MOU. Representatives for the Parties will communicate with each other on a regular basis in order to provide oversight to the implementation of this MOU and to evaluate performance of the MOU.

Article 5. Joint Steering Committee

The Parties shall establish a Joint Steering Committee (JSC) consisting of representation from each Party with a total of up to 4-5 members, a co-Chair and Member Secretary from each side. JSC will consider and review the matters related to the implementation of this Memorandum of Understanding. The JSC shall meet annually in alternate countries either through video conference or physical meeting to evaluate progress and identify possible new areas of cooperation under the MOU. The expenses such as travel, accommodation, insurance & transport of JSC members would be borne by sending Party whereas organization and expenses of JSC meeting would be borne by Host Party.

Article 6. Exchange of Scientists and Researchers

The exchange of scientists and researchers shall be undertaken for the purpose of carrying out joint and collaborative scientific research projects and for training young scientists and researchers engaged in the approved joint collaborative research projects in accordance with the provisions contained in the Programme of Cooperation under the Agreement between the Government of India and the Government of Norway on cooperation in the fields of Science and Technology.

Article 7. Joint Workshops

Workshops may be organized in order to facilitate interaction and meeting of potential cooperation-partners within this MOU. These workshops could serve as a forum for the discussion and formulation of concept papers, and could take place in India or Norway. The goal of the workshops would be to bring together the best Indian and Norwegian scientists in the field to discuss in depth the possibilities for collaborative projects with research to be done partly in Norway and partly in

India. The organisational expenses of the Joint Workshops would be borne by the Host Party and the travel expenses of participants would be borne by the sending Party.

Article 8. Joint Projects

The report from joint workshops may form the basis for developing an agreed text for a joint call for collaborative research projects. Identical research proposals alongwith relevant, documents as required in each country shall be submitted by the Indian and Norwegian Principal Investigator to the respective Party. The proposals will be evaluated in separate processes in India and Norway, organised by the respective Party in accordance with their internal rules and procedures. Following these processes the Parties shall work towards reaching a mutual agreement on the ranking of the proposals and a decision on funding. Each Party is responsible for funding their respective Indian or Norwegian institutions' budget for the project and for entering into any necessary contractual arrangements to this end as relevant in each of the countries.

Article 9. 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 through consultation and negotiation between the Parties.

Article 10. Non-exclusivity

Both Parties agree 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 11. Regulatory Issues

Each Party recognizes the significance of appropriate regulatory ethical review of research projects involving human and animal subjects and will follow such regulations, laws and policies as are applicable in the respective countries. The transfer of biological material under the collaborative projects shall be undertaken in accordance with the applicable laws, regulations and policies of the Govt. of India and Norwegian Govt. and shall be governed as per the law of the land.

Article 12. Duration and Termination

The duration of this MOU is five years from the date of the last signature of the Parties, unless earlier terminated with a written notice of six months to the other Party. The MOU may be renewed for further periods by mutual agreement between the Parties following due procedures as applicable in the respective countries.

Article 13. 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 by mutual consent of both the Parties.

Article 14. Publications and Intellectual Property

The protection, ownership and disposition of intellectual property created or made use of in the course of cooperative activities under this MoU shall be regulated in specific R&D project agreements and cooperation agreements etc. Such regulation at all times shall accord with the applicable Intellectual Property Laws and regulations of either India or Norway, as well as general terms and internal policies of the respective party's organisation. 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 program.

Article 15. Nature of MOU

This Memorandum of Understanding is not intended to create binding, legal obligations between the Parties.

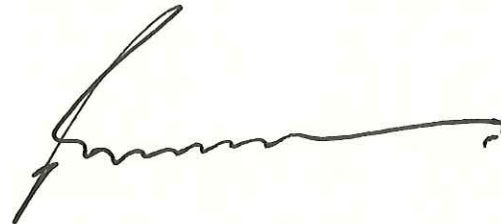
This Memorandum of Understanding is signed in two originals each in English & Hindi in Oslo on 14 October 2014, all texts being equally authentic, in case of divergence in interpretation, the English text shall prevail.

FOR THE RESEARCH COUNCIL OF NORWAY (RCN)

ON BEHALF OF THE GOVERNMENT OF THE
REPUBLIC OF INDIA



Arvid Hallen
Director General



Air Chief Marshal (Retd) NAK Browne
Ambassador of The Republic of India to Norway