



**DNDi**

Drugs for Neglected Diseases *initiative*

## **MEMORANDUM OF UNDERSTANDING**

between

**DRUGS FOR NEGLECTED DISEASES INITIATIVE (DNDi)**, having its registered Office at Chemin Louis Dunant 15, 1202 Geneva, Switzerland

and

**INDIAN COUNCIL OF MEDICAL RESEARCH, (ICMR)** having its offices at Ansari Nagar, New Delhi 110029, India

### **on cooperation in neglected diseases**

WHEREAS Drugs for Neglected Diseases initiative (hereinafter referred as to "DNDi") is a foundation governed by the laws of Switzerland.

WHEREAS DNDi is committed in the research for developing safe, effective, affordable and field-adapted new treatments for patients suffering from neglected tropical diseases and to ensure equitable access to these ("Mission"). Acting in the public interest, DNDi stimulates, coordinates and supports research and development primarily of drugs for neglected diseases, and ensures that developed drugs or new formulations of existing drugs are affordable to and access is equitable for patients who need them in developing countries.

WHEREAS the Indian Council of Medical Research (hereinafter referred as to "ICMR") is one of the oldest medical research bodies in the world which was founded by the Government of India as Indian Research Fund Association in as early as 1911. It was redesignated in 1949 as the Indian Council of Medical Research. It is funded by Government of India through Department of Health Research (DHR), Ministry of Health and Family Welfare. It is the apex body in India for formulation, coordination and promotion of biomedical research in the country. The ICMR's research priorities coincide with the national health priorities towards prevention of communicable diseases, non-communicable diseases, improving Reproductive and Child Health and Nutrition, promoting Basic Medical Sciences and Drug research including Traditional medicines. The ICMR promotes biomedical research in the country through intramural and extramural research.

WHEREAS DNDi and ICMR (hereinafter referred collectively to as "the Parties") share common aims, concerns, and interests.

WHEREAS the Parties agree that DNDi shall need all support of its international partners to strengthen its role in research initiatives for neglected diseases.

WHEREAS the aim of this Memorandum of Understanding ("MoU") is to set forth the general terms and conditions of the future cooperation between the Parties in the development and conduct of research.

**HAVE REACHED the following understanding:**

**1. General Terms of Reference (TOR)**

- 1.1. The purpose of this MoU is to join hands with DNDi on technical matters.
- 1.2. ICMR undertakes to support and encourage the activities and projects developed by the Parties under this MoU.
- 1.3. ICMR shall identify one permanent nominee sitting on the Board of DNDi who shall also co-ordinate the activities and projects.
- 1.4. ICMR shall advise DNDi in all matters within its scope of competence. ICMR shall have the opportunity to recommend experts to be elected in the DNDi's Scientific Advisory Committee.
- 1.5. ICMR shall make its best effort to provide DNDi with technical assistance for medical and research programmes developed by DNDi through its permanent institutes working in the areas of neglected tropical diseases.
- 1.6. Each Party shall make its best effort to help the other Party in terms of organizing calls for projects, support drugs development programmes, organizing project management, developing projects management tools as well as training programmes, identifying and assessing patients' needs.
- 1.7. The Parties shall share and benefit from knowledge and research developed within their field of activities under this MoU.
- 1.8. The Parties shall endeavor to inform each other of the current programmes of mutual interest of neglected tropical diseases for new drugs and their existing projects through regular meetings and exchange of information.
- 1.9. The Parties agree to collaborate in the areas of common interest to accelerate drug development, make new drugs available for patients. The development of these activities will be conducted through regular sharing of information and interactions between the Parties. Specific collaboration agreements on a project by project basis will detail the Parties' respective roles and contributions. The projects would require necessary prior approvals by concerned authorities.

1.10.

- (a) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone shall have the right to apply for grant of IPR and once granted, the IPR shall be solely owned by the concerned Party,
- (b) In case of research results obtained through joint activities, the Parties shall have the right to apply for grant of IPR either solely or jointly on the basis of mutual consent and once granted these IPR shall be owned accordingly by the Parties,
- (c) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- (d) Each Party will ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both are Parties.

## **2. Advocacy Activities**

The Parties shall cooperate in advocacy activity for neglected diseases research as well as for public support of innovative drug research.

## **3. Non exclusivity**

Both Parties agree that this relationship is not exclusive and that entering into this agreement will not prevent either Party from associating with any other party for the purpose of similar cooperation.

## **4. Amendment**

This MoU may be amended in writing at anytime with the mutual consent of the Parties.

## **5. Nature of this MoU**

The Parties agree to understand that this MoU shall not create or give rise to any legally binding obligations upon the Parties. It is intended that each Party will perform its obligations under this MoU in accordance with all the applicable laws, policies, regulations and guidelines of their respective countries.

Any dispute concerning the interpretation, implementation or application of this MoU shall, in the first place, be settled amicably between the Parties.



## 6. Term

This MoU comes into force on the date of its signing by both Parties and shall continue for a period of five (5) years. This MoU shall be renewed for successive five-year terms subject to mutual written consent of the Parties.

## 7. Termination

Either Party may provide the other Party with written notice of termination at least six (6) months prior to the end of the on-going term.

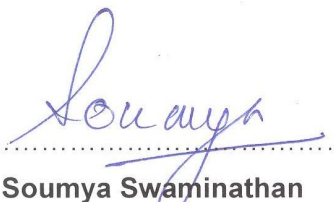
IN WITNESS WHEREOF, ICMR & DNDi hereto have caused this MOU to be duly executed on their behalf by their representatives

Signed at New Delhi on 15<sup>th</sup> October, 2015 in two originals each in English and Hindi. Both the texts being equally authentic. In case of any divergence in interpretation the English text shall prevail.

Authorized Representative of ICMR

Authorized Representative of DNDi

Signature.....



Name: **Dr. Soumya Swaminathan**

Title: Director General

Date 15/10/15

Signature.....



Name: **Dr. Bernard Pécoul**

Title: Executive Director

Date 15/10/15