

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH,
NEW DELHI, INDIA
AND
INDIAN COUNCIL OF MEDICAL RESEARCH

**FOR COOPERATION IN THE AREA OF ZONOSSES, ANTI-MICROBIAL
RESISTANCE, NUTRITION AND PESTICIDE RESIDUES**

This Memorandum of Understanding (MoU) is made between the Indian Council of Agricultural Research (ICAR) having its office at Dr. Rajendra Prasad Road, Krishi Bhavan, New Delhi-110 001, India, a Society registered under the Societies Registration Act, 1860 (hereinafter called ICAR) of the one part, and the Indian Council of Medical Research (hereinafter called "ICMR ") a society registered under the Societies Registration Act 1860, having its office at V. Ramalingaswami Bhavan, Ansari Nagar, New Delhi-110023, India of the other part;

WHEREAS The ICAR is engaged with the responsibility in India to undertake, aid, promote and coordinate agricultural and animal sciences education, cutting edge research and its application in practice; to act as a source of information, in regard to agricultural research and related matters generally and to do all other things as it may consider necessary, incidental and conducive to the attainment of these objectives;

AND WHEREAS THE ICMR New Delhi is apex body in India for the formulation, coordination and promotion of biomedical research and engaged in conducting research and development of National Health priorities such as control and management of communicable diseases, fertility control, maternal and child health, control of nutritional disorders, developing alternative strategies for health care delivery, containment within safety limits of environmental and occupational health problems, research on major non-communicable diseases like cancer,

cardiovascular diseases, blindness, diabetes and other metabolic and hematological disorders, mental health research, drug development with special reference to drug discovery clinical trials and traditional medicine in a number of research institutions spread all over the country. ICMR is agreeable to enter into aforesaid MoU to improve or supplement the research activities carried out by ICAR as well as add value to the ICAR activities.

NOW THEREFORE, the ICAR and ICMR inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of agricultural sciences and public health under ONE HEALTH APPROACH have decided to enter into this MoU and agree as herein contained:

ARTICLE –I

Objectives

The Parties hereby agree to promote cooperation in the field of:

- a) Exchange of scientific literature, information and methodology;
- b) Utilization of facilities and expertise in programmes of common interest as may be mutually agreed upon.
- c) Exchange of pertinent research material
- d) Development and implementation of collaborative research projects, the areas and methodology to be as mutually agreed upon in areas of mutual interest like Zoonotic diseases, Anti-Microbial Resistance, Nutrition, Pesticides and any other aspect acceptable to both parties which will be subjected to IPR clause in Article IV.

Such cooperation shall be implemented by the following means:

- i] Establishment of mutual relation between the scientific and technical divisions of the organizations of the respective Parties;
- ii] Creation of facilities for exchange of scientific technologies with experts and

their proper placement for data sharing and sample sharing for providing control strategies for better public health

ARTICLE –II
Implementation

The ICAR and ICMR may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

ARTICLE –III
Work Plans

This MoU will be implemented through development of biennial Work Plans to be developed jointly, which describe specifically the activities to be carried out under this Collaborative Programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but will require the full approval of both the Parties for implementation.

ARTICLE –IV
Publication & Intellectual Property Rights

General clauses:

- (i) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective

laws, rules and regulations and international agreements to which both parties are committed.

(ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.

(iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.

(iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MoU both the ICAR and the ICMR will apply as co-applicants for the protection of intellectual property rights subject to exclusive/ non-exclusive rights of both the parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require

prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

Confidential Information:

(i) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.

(ii) All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

(iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

ARTICLE--V

Disclosure of Information

- a. ICAR and ICMR agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except

information which at the date hereof was:

- (i) in the public domain
 - (ii) known to either prior to the date hereof as evidenced by written documents subsequently.
- b. All data generated through this Memorandum of Understanding with assistance by ICAR or a collaborating institute in India from this work programme shall be subject to explicit written approval signed by ICAR and ICMR before publication of same by ICAR and/or the collaborating institute or ICMR.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

ARTICLE--VI

Amendments

The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

ARTICLE -VII

Institutional Links

Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

ARTICLE -VIII

Joint Working Group

A Joint Working Group will be set up with representatives from both Parties to meet Six monthly in New Delhi to follow up the execution of this MoU and suggest necessary measures for its development

ARTICLE -IX

Financial Arrangements

In the case of exchange of scientists for study visits on the basis of reciprocity, the sending Party shall meet the to- and fro- travel costs whereas the receiving side shall meet the costs of boarding, lodging and internal transport.

For Training and consultancy of Scientists financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE -X

Validity / Termination

The MoU shall be effective from the date of its signing by both the Parties, shall be valid for a period of five years (renewable subject to approval of both council's) unless either Party serves notice on the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.

IN WITNESS, whereof, the two Parties hereunto have signed at New Delhi on this Day of, 2016 in two originals in English and text being equally authentic.



FOR AND ON BEHALF OF THE
INDIAN COUNCIL OF MEDICAL RESEARCH
(ICMR) 1 Dec 2016



FOR AND ON BEHALF OF THE
INDIAN COUNCIL OF AGRICULTURAL
RESEARCH (ICAR) 01/12/16