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MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COLLABORATION

BETWEEN

INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR), NEW DELHI

AND

INDIAN INSTITUTE OF SCIENCE (IISc), BENGALURU

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INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR), NEW DELHI
AND
INDIAN INSTITUTE OF SCIENCE (IISc), BENGALURU

This Memorandum of Understanding (hereinafter "MoU") is made and entered on this 12th July, Two Thousand and Twenty-Two (12/07/2022)

PREAMBLE

INDIAN COUNCIL OF MEDICAL RESEARCH (hereinafter referred to as "ICMR") is a society registered under the Societies Registration Act, 1860. ICMR is the apex body in India for the formulation, coordination and promotion of biomedical research. It is one of the oldest medical research bodies in the world.

INDIAN INSTITUTE OF SCIENCE (hereinafter referred to as "IISc") is a Trust registered under the Charitable Endowment Act, of 1890 and a Centrally Funded Technical Institution, a Deemed to be University, and an autonomous body funded by the Ministry of Education, Government of India, and having its Registered Office at the Indian Institute of Science, Bengaluru – 560012.

ICMR and IISc have agreed for institutional collaboration in data management, computing, analytics, education and research. The primary objective is to unlock the value of medical data and computing, and enhance technological collaboration in areas of national interest. It also includes some specifically identified areas of cooperation such as bioinformatics, genomics, medical informatics, chemoinformatics, drug discovery, data science, analytics and computational sciences which may be updated from time to time.

ICMR & IISc shall be separately referred to as "Party" and together as "Parties" as the context demand.

I. Coordination

Head, Division of Biomedical Informatics (BMI), ICMR Hqrs shall be the Coordinator from ICMR and a nominee of Director, IISc shall be the Coordinator from IISc.

II. Scope of Cooperation

The following areas of cooperation have been identified under this MoU.

- 1. Creation of a medical data platform:** The Parties will explore opportunities to make various medical datasets available for research and innovation through the creation of a platform. The Parties may collaborate with additional organizations to facilitate access to data, infrastructure and technology. The terms and



conditions and funding opportunities for the creation of this platform will be explored from both Government and non-Government sources. The receipt of such fund and the source of funding shall be brought to the notice of the competent authority, ICMR hqrs.

2. **Creation of standards, guidelines and protocols for trustworthy and responsible use of medical data:** The Parties will identify various standards, guidelines, protocols, in collaboration with internal and external experts. Stakeholder consultations may also be conducted to ensure various perspectives are taken into account.
3. **Outreach activities to promote the use of medical data:** The Parties will identify various opportunities to promote the use of medical data for research and innovation. The activities may include, but are not limited to, hackathons, innovation challenges, conferences, workshops, seminars, and research fellowships. The terms and conditions for carrying out such activities shall be enumerated under a separate Agreement with equal rights of both Parties on the data generated.
4. **Joint research projects:** The Parties will explore opportunities of undertaking joint research projects through a separate agreement. Few areas of collaborative research (but not limited to) includes bioinformatics, genomics, proteomics, metabolomics, medical informatics, health economics, chemoinformatics, drug discovery, data science, analytics, computational sciences, epidemiology, developing and evaluating medical devices and technologies and other areas of mutual interest. Collaborating researchers from ICMR and IISc will explore funding from national and international government or non-government Funding agencies, and such proposals shall be submitted through proper channel, as required by the respective institutions/Parties.
5. **Joint academic activities and events:** ICMR and IISc may formulate joint academic activities through a separate agreement such as courses, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions. They may also share and carry out joint research in technology for distance and computer-based learning.
6. **Joint Research Centre:** ICMR and IISc will set up a joint Data and Computational Science research centre through a separate agreement for communicable, non-communicable disease informatics at IISc for long term collaboration between the two institutions.
7. Both institutes will explore the possibility of joint collaborations with other science and technology departments/medical institutes/universities in all the areas mentioned above on a case to case basis. Each of such activity once approved, shall be made a schedule to this MoU.

The areas of cooperation may be revised by mutual consent. However, specific



programmes, activities and projects may require separate agreements. Each of such activity once approved, shall be made a schedule to this MoU.

III. Intellectual Property

1. The Parties agree that the IP generated during the course of this collaboration shall be jointly owned by ICMR and IISc. If the two institutions are involved in clearly defined collaborative research projects and exchange programs that both shall have equal rights in the IP's developed (results), with shares that cannot be separately exploited, they shall jointly own these results. Under these requirements, joint ownership entitles of each institution to use it free of charge for internal scientific & research purposes. "Intellectual Property" or IP shall mean patents, rights to inventions, copyright and related rights, moral rights, rights in designs, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), divisional, continuations, continuations-in-part, reissues, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world regarding subject matter disclosed in this MoU.
2. Any improvement which claims priority from or which are obvious modifications (as evidenced by potential application of Improvements w.r.t. the Field of Use) and improvements to the inventions, it is agreed that ICMR and IISc shall jointly own all Intellectual Property in such Improvements throughout the Territory and in perpetuity and any IP Rights in such Improvements shall be deemed to fall within the scope of this MoU. In case of modifications and improvements which do not claim priority from and are substantially different (with application beyond the Field of Use) from the inventions, the Party conceptualizing shall exclusively and absolutely own all Intellectual Property in such Improvements, throughout the Territory and in perpetuity, wherein 'Improvements' shall mean, any and all improvements, enhancements, variations, or modifications of the Technology and all inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques arising in connection with the development, manufacture, and production of any products used in, generated or otherwise created using the technology; and 'field of use' shall mean in the domain of "data development, management and its effective use."
3. In order to seek any protection through filing, prosecution or to further explore commercialization, the Parties shall enter into separate agreements. Further the transfer of jointly developed Intellectual Property and associated sharing of revenue shall be governed as per ICMR's 'GUIDELINES FOR TECHNOLOGY TRANSFER AND REVENUE SHARING' or any mutually agreed arrangement by both the Parties.



4. ICMR shall be responsible for filing of such jointly owned Intellectual Property and licensing of such IP's in consultation with IISc. Furthermore, if one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

IV. Committees

The activities envisaged under the MoU will be guided and monitored by an ICMR-IISc Joint Steering Committee. It will be the highest level of committee mentoring the activities of the centre including approval of applications for a Joint PhD program, approval of joint collaborative projects for submission to funding agencies and to suggest mechanisms to achieve objectives of the MoU, monitor the activities under the MoU, to review the overall progress over a period of time. The DG, ICMR and Director, IISc will Chair this committee. DG, ICMR or any person authorized by him, who is also a member of the steering committee, will act as an administrative convener for all committee-related activities. There will be 3 additional senior members nominated by DG, ICMR and 3 nominated by the Director, IISc. Additionally, there will be national experts nominated by the Committee. The Chairs will serve in Ex-Officio capacity and other members will have a five years' term. The Steering Committee will meet at least once a year.

V. Financing

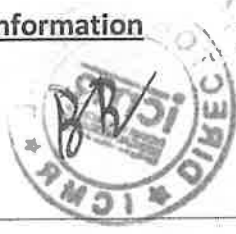
ICMR and IISc will approach national/international government or non-government agencies and industries for funding various initiatives envisaged under this MoU, such proposal, grants received/applied shall be moved through proper channel & brought to the notice of the Steering Committee for its recommendations followed by the approval of the competent authority, ICMR.

There are no financial obligations for the partners as a result of this MoU.

VI. Confidentiality

1. In the performance of the activities under clause 1, it may be necessary for one Party to receive information that is proprietary and confidential to the disclosing Party. All such information disclosed by the disclosing Party in any tangible form shall be considered Confidential Information and kept in strict confidence. Except as otherwise provided herein, for a period of three (3) years following the date of expiration or termination of this MoU, the receiving Party agrees to use the confidential information only for purposes of this MoU and further agrees that it will not disclose or publish such information without the prior written consent of the disclosing Party.

2. Exceptions to confidential information



This MoU does not apply to Confidential information that:

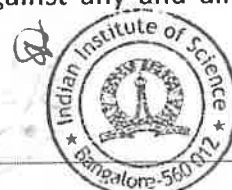
- a. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or
 - b. was known to the receiving Party at the time of disclosure or was independently developed by the receiving Party, provided there is adequate documentation to confirm such prior knowledge or independent development;
 - c. is disclosed to the receiving Party by a third party and receiving Party was not aware that the third party had a duty of confidentiality to disclosing Party in respect of the information;
 - d. is used or disclosed by the receiving Party with disclosing Party's prior written approval; or
 - e. is required to be disclosed by law or directions from a court of law or government/government authorities, provided that receiving Party makes its best effort to give disclosing Party prior notice and the opportunity to obtain an order to prevent or restrict any such disclosure.
3. The receiving Party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of Confidential Information disclosed hereunder.
4. **"Confidential Information"** means and includes all research, models, formulae, assays, programs, algorithms, processes, techniques, project-specific information, trade secrets or other information of any kind, including, without limitation, proprietary information (whether or not patentable) regarding a Party's background IP or foreground IP, or its technology, products, business, customers, employees, strategies or objectives, which is confidential to such Party, whether or not expressly designated as such, and whether disclosed prior or subsequent to the date of this MoU. It shall also include all technical, corporate, financial, economic, legal or other information or knowledge generally concerning the Party whether disclosed orally or in the form of written material, computer data or programs, during or preparatory to the project which is clearly and obviously identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face of the document or item, or if oral, which is confirmed as confidential by a writing submitted by the Party claiming confidentiality to the other Party within twenty (20) days of the disclosure.
5. If the Parties enter into a separate non-disclosure agreement or a definitive research agreement, the obligations of confidentiality shall be overridden and separately governed under such non-disclosure agreement or definitive research agreement.

VII. Indemnification

Both Parties will indemnify, defend and hold harmless the other Party and its officers, employees and agents, affiliated Institutes from and against any and all third party



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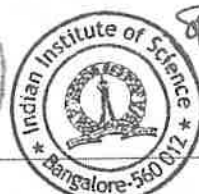
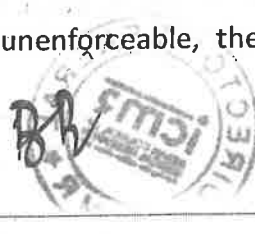
actions, claims, demands, costs, liabilities, expenses (including reasonable legal costs and fees) or other damage made or brought against by the Party based on matters arising out of or resulting from (i) any gross negligence arising out of any willful act or willful omission of the other Party or (ii) the breach of any provision or term of this MoU or warranty or representation made by the other Party.

VIII. Press Releases and Public Announcements

1. Prior written permission must be taken from competent authority, ICMR for any press releases, public announcements, or media statement with respect to the product coming out of this collaboration.
2. Both Parties reserve the rights to make any modifications for incorporation in the proposed publication/press release with approval of competent authority.
3. The Parties acknowledge and agree to the importance of disseminating Research Results in appropriate academic journals and conferences as well as the students having the freedom to defend a thesis without delay.
4. The Parties shall strive toward jointly publishing manuscripts/scientific publications (joint publications/ acknowledgement/ other credits as applicable). The authorship of such any publication will be determined in accordance with prevailing academic standards, guidelines of International Committee of Medical Journal Editors (ICMJE.org) and applicable law.
5. The Parties acknowledge and accept that one or more master's theses or one or more doctoral theses may be generated within the framework of this MoU. The Parties agree that no delay on dissemination of theses may be imposed.
6. The decision regarding publications and reports will be taken in consultation by the DG, ICMR and Director, IISc with each other in consultation with ICMR Headquarters. The contribution of the respective institutions will be duly mentioned in the manuscript and authorships.
7. No publications or scientific output or dissemination of any information/ findings emanating directly or indirectly out of this activity, will be done in either scientific or non-scientific forum or in media by the Parties without prior consent by the head of the institutions of the Parties.
8. Non-compliance of commitments and obligations set above and/or failure of the Parties to make satisfactory progress may require DG, ICMR and Director, IISc, thereof to intervene.

IX. Severability

If any term of this MoU is deemed unenforceable, the other provisions and the



remainder of the MoU remain in full force and effect.

X. Validity

This MoU is valid for an initial period of five (5) years and becomes effective from the date it is signed by the Parties. This MoU may be extended by mutual consent. In case one Party wishes to terminate the MoU, intimation will have to be sent at least six months in advance. However, specific commitments made prior to such intimation shall be honoured by both Parties.

XI. Dispute Resolution & Jurisdiction

1. To be resolved amicably and in good faith by mutual consultation.
2. If no resolution is reached within 30 (Thirty) days following the date on which one Party first notifies in writing to the other of its request that such a meeting be held, then, the Dispute shall be resolved by arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and the Rules there under, as amended from time to time.
3. The unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this MoU or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived there from dispute shall be submitted for arbitration to International Centre for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The authority to appoint the arbitrator(s) shall be the ICADR. The arbitration under this clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 and as per Indian Arbitration & Conciliation Act, 1996. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this clause shall not become inoperative notwithstanding the MoU expiring or ceasing to exist or being terminated or foreclosed.
4. All the research activities undertaken jointly by ICMR and IISc under this MoU will be governed by the Laws of the Republic of India. The venue of arbitration shall be New Delhi.

XII. Force Majeure

1. If at any time during the course of the MoU it becomes impossible for either Party to perform any or all of their obligations for reasons of Force Majeure which shall be defined as "acts of nature, invasion or acts of God or events beyond the reasonable control of either Party, the Parties shall consult on the



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appropriate action to be taken, which may include suspension or cancellation of the project or relief to the Party from such obligations as long as Force Majeure persists.

2. There shall be no termination except when Force Majeure events subsist for a period of 180 days or more.
3. Party affected by Force Majeure shall give to the other Party notice and full particulars in writing of such occurrence.
4. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of the Force Majeure event.

XIII. Miscellaneous

1. This Memorandum of Understanding shall be signed in 2 counterparts each of which shall be deemed to be an original

Balram Bhargava

On behalf of:
Secretary, DHR & DG, ICMR
Indian Council of Medical Research
New Delhi, India

Date: **प्रोफेसर बलराम भार्गव**
Professor Balram Bhargava
महा-निदेशक / Director - General
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Indian Council of Medical Research
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Capt. Sridhar Warriar (Retd.)

Registrar
On behalf of:
Indian Institute of Science
Bengaluru, India

Date: 14/07/2022

ಕೃಷ್ಣ ಶ್ರೀಧರ್ ವರ್ರಿಯರ್ (ರಿಟೈರ್ಡ್)/ಕಪ್ತಾನ ಶ್ರೀಧರ ವರ್ರಿಯರ್ (ಸೇವಾನಿವೃತ್ತ)
Capt. Sridhar Warriar (Retd.)
ಕುಲಸಚಿವ/ಕುಲಸಚಿವ/REGISTRAR
ಭಾರತೀಯ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ/ಭಾರತೀಯ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ/INDIAN INSTITUTE OF SCIENCE
ಬೆಂಗಳೂರು/ಬೆಂಗಳೂರು/BENGALURU - 560 012

In presence of

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In presence of

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