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MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR)
DEPARTMENT OF HEALTH RESEARCH (DHR), MINISTRY OF HEALTH & FAMILY
WELFARE, GOVERNMENT OF INDIA

AND

DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V. (DFG), GERMANY

FOR COOPERATION IN THE FIELD OF
MEDICAL SCIENCES / HEALTH RESEARCH

The Indian Council of Medical Research (ICMR), represented by its Director General, located at Ansari Nagar, New Delhi – 110029, India; and the Deutsche Forschungsgemeinschaft e.V. (German Research Foundation - DFG), represented by its President, located at Kennedyallee 40, 53175 Bonn, Germany, (hereinafter referred to as “the PARTIES”), with the desire to strengthen the co-operation on the basis of equality and mutual benefit between the scientists from the universities and the research institutions in both countries in the field of Medical Sciences / Health Research, herewith conclude an Memorandum of Understanding (MoU).

ICMR is the apex body in India for the formulation and coordination of biomedical research. It is an autonomous body under the Department of Health Research, Ministry of Health and Family Welfare (MoHFW), Government of India. Its research priorities coincide with the national health priorities towards prevention of communicable diseases and non-communicable diseases; improving reproductive and child health and nutrition; promoting basic medical sciences and drug research including traditional medicines. ICMR promotes biomedical research in the country through intramural and extramural research.

The DFG is the central self-governing research funding organisation in Germany. It serves all branches of science and the humanities and especially promotes interdisciplinary cooperation among researchers. The DFG promotes excellence by selecting the best research projects on a competitive basis and facilitating national and international collaboration among researchers.

ICMR and DFG recall the Agreement on Scientific and Technological Cooperation between the Republic of India and the Federal Republic of Germany that was signed

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on 7th March, 1974, in which Item 2 of the agreement stated that the "Substance, scope and implementation of cooperation shall in each individual case be the subject of special arrangements to be concluded between the two contracting parties or such agencies as are designated by them". This MoU between ICMR and DFG is initiated within the framework of the above mentioned broad Indo-German Agreement on Scientific and Technological Cooperation as well as the MoU signed between the Department of Science & Technology (DST) and the DFG on 29th October 2004 on scientific cooperation.

The PARTIES decide to promote the development of long term cooperation in the fields of medical sciences / health research between the two countries and to facilitate joint collaboration on specific themes of mutual interest for the two countries in the areas of medical sciences / health research in which such cooperation is desirable, taking into account the experience which the scientists and specialists of the countries have gained and the possibilities available.

The PARTIES have reached the following understanding:

Article I

- (i) The PARTIES will cooperate in scientific research and technological development for exclusively peaceful purposes in accordance with their respective national laws, rules and procedures. The cooperation will cover the field of medical sciences / health research. Proposed areas of collaboration are:
 - a) Toxicology
 - b) Neglected (tropical) diseases
 - c) Rare diseases
 - d) Any other areas of mutual interest
- (ii) The cooperation includes the joint funding of scientific research projects in the specified themes in medical sciences / health research under collaborative research projects, as well as the exchange of researchers.
- (iii) The cooperation could further include the funding of joint seminars, symposiums and workshops covering fields agreed upon by the participating scientists / institutions in advance.
- (iv) The cooperation may include the exchange of information but will exclude any confidential information which the contracting PARTIES are not free to disclose.

Article II

The collaborative activities to be carried out under the MoU should meet the following requirements:

- (i) All collaborative activities must be of high scientific standard and be beneficial to the advancement of science;

- (ii) Each collaborative activity should be significant, from a scientific point of view, and as a bilateral co-operative project, performed on the basis of mutuality and equality;
- (iii) Specific collaborative agreements and details hereof, will be agreed between individual participating scientists / institutions in India and in Germany;

Article III

Application and Selection Procedures:

- (i) For the individual activities listed under Article I, Calls for Proposals should be announced jointly. All proposals submitted in response to such a Call must describe joint and integrated Indo-German projects. The PARTIES can, but need not, devise a joint form for the submission of projects under a given Call. Even if they do not, it is required that the proposals of a joint project are identical in their scientific substance, and that the proposals are submitted to the respective PARTIES simultaneously.
- (ii) The PARTIES shall review the proposals according to their respective regulations. They can, but need not, devise common mechanisms involving experts from both the countries and representatives from both PARTIES in accordance with both PARTIES' rules and procedures.
- (iii) Administrative procedures and implementation details not stipulated in this Memorandum of Understanding will be agreed to separately by duly authorized representatives of the PARTIES.
- (iv) Only when both PARTIES issue a positive funding decision can a joint project be supported.

Article IV

- (i) ICMR shall ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation, i.e. Projects, pursuant to this MoU consistent with their respective laws, rules and regulations and multilateral agreements to which countries of the PARTIES are party to. DFG, having neither ownership nor making claims with regard to the results of the projects funded by it, cannot be party to such IPR agreements but shall encourage its grantees to enter into the same to ensure the effective protection and correct distribution of intellectual properties generated from cooperation i.e. projects, pursuant to this MoU.
- (ii) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU must acknowledge the Indo-German Partnership.

- (iii) The use of the name, logo and/or official emblem of the PARTIES on any publication, document and/or paper shall require prior written permission of both the PARTIES. It must, at any rate, be ensured that the official emblem and logo will not be misused.
- (iv) All information and documents to be exchanged pursuant to the MoU will be kept confidential by the PARTIES and will be used subject to such terms as each Party may specify. The PARTIES will not use the information for purposes other than that specified without the prior written consent of the other party.
- (v) The PARTIES acknowledge the importance of protections for human and animal subjects in any research, and transfer of biological material as well as sensitive data under the approved collaborative research projects. It is intended that all such activities be undertaken in accordance with the applicable laws as well as legal and ethical regulations, guidelines and policies in Germany and India.

Article V

- (i) Expenses related to the activities undertaken within the framework of this MoU will be borne by both the PARTIES, as per the prevailing rules and regulations of each side. Each PARTY shall cover the expenses of participants from its own country (e.g. travel costs, daily allowances, health insurance etc.) unless the PARTIES have otherwise agreed in writing.
- (ii) Financial resources shall be contributed by the PARTIES on the basis of the availability of funds.
- (iii) The duration of the jointly funded research activities described in Article I shall be laid down in the Calls for Proposals.
- (iv) The MoU is subject to the applicable laws and regulations of each country.

Article VI

Each individual research institution participating in collaborative work under this MoU is solely responsible for all its acts and omissions.

The PARTIES shall settle all questions and disputes arising under this MoU amicably by consultation and agreement. Ultimately, if necessary, the President / Director General of the PARTIES might be involved to settle the dispute.

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



Article VII

This MoU shall only be amended by the PARTIES' mutual consent in a document signed by both PARTIES specifying the dates on which the amendments shall come into effect.

Article VIII

This MoU shall come into effect as from the date on which it was signed.

This Memorandum will remain valid for a period of five years. The MoU may be extended upon six months written notice by mutual consent of the PARTIES. The MoU may be terminated by each PARTY by written notice six months in advance before the termination shall come into effect. Such a termination will, however, not affect activities already approved jointly or in progress under the terms of this Memorandum.

IN WITNESS WHEREOF the undersigned being duly authorized thereto have signed this Memorandum of Understanding.

Signed at Bombay on 07.12.21 in two originals each in the English, Hindi and German language, all texts being equally authentic. In case of any divergence the English text shall prevail.

For Indian Council of Medical Research

For Deutsche Forschungsgemeinschaft e.V.



Dr Balram Bhargava
Secretary, Department of Health Research
Ministry of Health & Family Welfare and
Director General, ICMR

Prof. Dr. Katja Becker
President, DFG

Date: 15/12/21
New Delhi.

Date: 07.12.21