

MEMORANDUM OF UNDERSTANDING

between

INDIAN COUNCIL OF MEDICAL RESEARCH

and the

FOUNDATION FOR INNOVATIVE NEW DIAGNOSTICS (FIND)

This Memorandum of Understanding is made by and between:

Indian Council of Medical Research, under **Department of Health Research**, Ministry of Health and Family Welfare, Government of India based at V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi - 110029, India, hereinafter referred to as "**ICMR**" or a "Party";

And

The Foundation for Innovative New Diagnostics, an independent non-profit foundation created under Article 80 of the Swiss Civil Code with its principal offices at Campus Biotech, 9 Chemin des Mines, and 1202 Geneva, Switzerland; hereinafter referred to as "**FIND**" or a "Party", and together FIND and ICMR are referred to as the "**Parties**".

FIND has a subsidiary with its offices at Flat No. 8, 9th Floor, Vijaya Building, 17, Barakhamba Road, New Delhi - 110001. The Foundation for Innovative New Diagnostics, India is an independent non-profit organization created under Section 8 of the (Indian) Companies Act, 2013.

RECITALS

Whereas;

- a) Accessible, accurate, and affordable diagnostic tests play a vital role in strengthening primary healthcare and in the prevention of antimicrobial resistance (AMR). Diagnostic tools are essential to protect available antibiotics and for disease surveillance in humans, animals, and the environment;
- b) ICMR is established as an autonomous organization, under the Ministry of Health, Government of India based in New Delhi with the mission to formulate, coordinate and promote activities on health including AMR in India;
- c) FIND is an international non-profit organization, founded in 2003, with the vision to turn complex diagnostic challenges into simple solutions to overcome diseases of poverty and transform lives. FIND enables the development and delivery of much-needed diagnostic tests for poverty-related diseases, including febrile illnesses, tuberculosis, malaria, sleeping sickness, hepatitis C, HIV, leishmaniasis, Buruli ulcer, Chagas disease and AMR;
- d) Co-operation between ICMR and FIND provides an excellent opportunity to bolster both parties' efforts in support of their mission and to achieve significant international benefits in the field of AMR, and to facilitate joint operations and project management;
- e) The Parties shall partner in establishing collaboration to create a local **AMR Diagnostics Use Accelerator (the "Project")** which will stimulate research to identify best in-country solutions for

key diagnostic access challenges. This platform will stimulate research to generate transformative data to help inform policy change at national and international levels through the selection and support for a number of studies (the Studies). The Studies will focus on demonstrating the value of including commercially available diagnostics tests into clinical algorithms to improve patient care and targeted antibiotic treatment in patients with acute fever presenting to outpatient settings in both the public and private sector. These Studies will bring scientific evidence on the value of this diagnostic strategy coupled with behavior change actions.

1. Purpose of this Memorandum of Understanding ("MOU")

The purpose of this MOU is to define:

- 1.1. the roles and responsibilities of each of FIND and ICMR in the Project and obligations as required under the Agreement;
- 1.2. the scope of work and/or description of activities to be carried out by FIND and ICMR;
- 1.3. the creation and function of an Advisory Committee in charge of overall general guidance to the Project;
- 1.4. a detailed budget setting out the funds required to carry out the activities under the MOU and the financial commitment of both Parties; and
- 1.5. a finance mechanism whereby FIND will disburse the required amounts to ICMR to administer to project partners, subject to achievement of the key milestones and deliverables, financial reporting, and other compliance obligations

2. Roles and Responsibilities of Parties

- 2.1. To facilitate the implementation of this agreement, the Parties agree to jointly issue a "Request for Proposals" to demonstrate the value of including commercially available diagnostics tests into clinical algorithms to improve targeted antibiotic treatment in patients with acute fever presenting to outpatient settings in both the public and private sector
- 2.2. The Parties shall establish an overarching governance structure, the Accelerator Advisory Committee for India (AACI), with equal representation from both Parties. Technical experts and representatives from relevant groups may be invited to join the AACI on a need basis.
 - 2.2.1. The Accelerator Advisory Committee for India will shape, launch and administer the "Request for Proposals", evaluate proposals, oversee the selection of partners, guide the development of final proposals, select awardees, and monitor the implementation of the Studies.
 - 2.2.2. In addition, the AACI will have responsibility for decision-making and for the conduct of the programme in India according to best practices.
 - 2.2.3. Meetings of the Accelerator Advisory Committee for India will be held on a schedule to be determined consensually, provided that it conducts, at a minimum, quarterly telephone conferences, and conducts in-person (face-to-face) meetings –2 (two) times a year. The in-person meetings shall be held at dates, times, and locations agreed upon by the AACI.
 - 2.2.4. The Parties will jointly develop and agree to the Terms of Reference for the AACI.

2.2.5. For those proposals selected, ICMR will issue standard grant approval letters for the Studies using its existing structure.

2.3. Through this collaboration

2.3.1. FIND is committed to make available funding up to \$400,000 USD to local partners and researchers identified through the RFP in collaboration with ICMR. These funds will be provided to ICMR per Clause 10, to be held in a funding "corpus" in a separate bank account, management and disbursement of which will be decided by the AACI.

2.3.2. ICMR is committed to make available funding up to \$100,000 USD to local partners and researchers identified through the RFP in collaboration with FIND. These funds will be held by ICMR a funding "corpus", management and disbursement of which will be decided by the AACI.

2.3.3. FIND is committed to fund a position, based at ICMR with shared reporting to FIND, who will be tasked with project management for the Accelerator programme in India. The Project Coordinator will also be responsible for coordinating the project review meetings on a bi-annual basis

2.3.4. The Parties will be jointly responsible for organizing AACI meetings. For the sake of clarity, FIND will fund the attendance of four (4) international experts to at least two (2) face-to-face AACI meetings during the period. Additional meetings will be held by tele - or video conferencing, as decided by the Parties. ICMR will fund the participation of up to four (4) local experts to the face-to-face meetings. The AACI review meetings will be alternately hosted by FIND and ICMR. The list of invited experts will be agreed by both Parties.

2.4. Financial disbursements to selected partners will be made by ICMR from the funding corpus. Apart from an initial disbursement to initiate activities, subsequent disbursements to sites are to be milestone-based.

3. Programmatic and Monitoring and Evaluation (M&E) Reporting

3.1. The Parties will establish a process for planning and monitoring the Studies.

3.2. Indicators and targets will be developed in conjunction with the global AMR Dx Accelerator programme hosted by FIND. Reporting Templates for results reporting will be developed at the same time. Responsibilities for performance against the M&E framework will be decided in consideration of the global AMR Dx Accelerator programme.

3.3. ICMR will share with FIND the progress made in achieving the goals of the Project, on a semi-annual basis, against the specified indicators and targets in accordance with mutually agreed upon Programmatic and Financial reporting templates.

3.4. ICMR will seek semi-annual programmatic reports for the Studies covering the first six months of the grant and share the same with the AACI by 31st July of each calendar year. The Annual Programmatic Report shall cover the full one year progress report and shall be provided to AACI by January 31st of the following year.

3.5. It is recognized that changes may be made to relevant indicators and procedures, based on experience with the Project and Studies. However, the Parties shall ensure that reporting is provided in the format of the agreed reporting templates, unless the otherwise agreed in advance, in writing, by both parties.

3.6. Within three (3) months of end of the Project Term, ICMR will seek a Final Programmatic Report from the grantee(s) and share the report with Accelerator Advisory Committee

covering the full duration of the Project Term. The Final Programmatic Reports will also report against the agreed upon indicators and targets and will be based on the Programmatic Reporting Templates.

4. Financial Reporting

- 4.1. ICMR will provide to FIND, detailed financial reports on the use of the Project Funding provided by FIND under this Partnering Agreement on a six-monthly basis. Such financial reports will consolidate the financial expenditures of Project Funding for Project Activities undertaken by grantee(s) during the reporting period. Only actual expenses incurred can be reported. The grantee(s) must report their actual expenses incurred to implement the Project Activities and/or submit the respective Deliverables. For the sake of clarity, reporting the budget as actual expense is not acceptable.
- 4.2. Grantee(s) will share six monthly financial reports vs. budget with ICMR and ICMR will in turn share the same with FIND for the funds provided by FIND.

5. NON-EXCLUSIVITY

The Parties will pursue the objective of this Memorandum of Understanding on the basis of non-exclusivity. Neither party, nor its affiliates, employees or agents, shall be restricted from making any arrangement or entering into any agreement with any third party for direct and indirect participation in support or contribution to work related to AMR.

6. ADDITIONAL PARTIES

The Parties may invite other organizations and/or parties to become parties to this Memorandum of Understanding. The invitation and the addition of further parties to this Memorandum of Understanding shall only be made with the consent of both parties.

7. OBLIGATIONS

The Parties agree and understand that this Memorandum of Understanding shall not create or give rise to any legally binding obligations upon the Parties hereto in the absence of a separate specific agreement.

8. DISCLOSURE

Any public disclosure including press releases with respect to this Memorandum of Understanding shall be subject to the mutual approval of the parties, including the use of either Party's name, which approval shall not be unreasonably withheld or delayed.

9. TERM

This Memorandum of Understanding becomes effective on the 1st December, 2020 (the "Effective Date") and shall continue for until the 31st December, 2021. It may be modified by mutual written consent of the Parties. The agreement may be terminated by either Party upon a ninety (90)-day or 3 months advance written notice to the other Party. At conclusion of the Term the Parties will consider the development of a new MOU.

10. FINANCIAL OBLIGATIONS

The financial obligations of each party are as described in 2.3.1; 2.3.2; 2.3.3; and 2.3.4. Any additional expense, unless otherwise agreed in writing, will be the responsibility of each Party.

FIND shall provide its contribution within thirty (30) days of full execution of the MOU by both the parties and against receipt of a disbursement request from ICMR.

11. REGULATORY/ETHICAL ISSUES

In the case of, and as required, any regulatory or ethical issues with respect to any activities undertaken by either Party or the Parties together under this Memorandum of Understanding, shall be subject to and comply with, local, country laws and regulations, including ethical reviews for clinical trials and use and transfer of biological materials.

12. INTELLECTUAL PROPERTY RIGHTS ("IPR")

- 12.1. Each party will ensure appropriate protection of Intellectual Property Rights generated from the cooperation pursuant to this Memorandum of Understanding, consistent with the respective laws, rules and regulations and multilateral agreements to which countries of both parties are party to .
- 12.2. Sole IPR: In the case research is carried out solely and separately by one Party or the research results are obtained through the sole separate efforts of that Party, the party concerned shall have the sole right, but not the obligation, to apply for any IPR and any such IPR will be solely owned by that Party.
- 12.3. Joint IPR: In case of research results obtained through joint activities of both Parties together, in the case of an invention or copyright, the grant of an IPR will be jointly sought by the Parties and if granted these rights will be jointly owned by the Parties, in equal parts. In the case of Copyright, if need arises, the Parties shall agree on the principal and single Copyright owner on mutually agreeable terms
- 12.4. The Parties shall not assign any rights and/or obligations arising out of the IPR generated from the cooperation pursuant to this Memorandum of Understanding, to any other third Party without prior written consent from the other Party.

13. COMMERCIALIZATION:

In case of research results obtained from the cooperation pursuant to this Memorandum of Understanding, the Parties will apply as co-applicants for the protection of intellectual property rights subject to 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.

14. PUBLICATION:

It is expected that publications will arise through the activities of this Project and its Studies. The AACI will develop a policy and plan for publications that is in alignment with the global AMR Dx Accelerator programme, both in terms of authorship and timing of publications. The use of the name logo and/or official emblem of the Parties on any publication document and/or a paper will

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

15. CONFIDENTIAL INFORMATION

- 15.1. All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each party may specify. Either Party will not use the information for purposes other than that specified without the prior written consent from the other Party.
- 15.2. All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the receiving Party, in respect to any IPR of the other Party.
- 15.3. 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 any third party, unless otherwise agreed between the Parties.

16. UNAUTHORIZED USE OF FUNDS.

- 16.1. Anti-Terrorism: The Parties will not use funds provided under this MOU, directly or indirectly, in support of activities (a) related to combatting terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn or its equivalent) or entities owned or controlled by such persons; or (c) with countries or territories against which the U.N. maintains comprehensive sanctions.
- 16.2. Anti-Corruption & Anti-Bribery: The Parties will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Project or the Studies, including by assisting any party to secure an improper advantage.
- 16.3. Political Activity & Advocacy: The Parties may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.

17. SAFEGUARDING

The Parties are committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children and shall not use any funds under this MOU to support the contrary.

18. NOTICES

Any notices required to be given or which shall be given under this Memorandum of Understanding shall be in writing and delivered by recognized overnight courier service, personal delivery, telecopy (with evidence of receipt), by certified or registered mail (with return receipt requested) addressed to the Parties as shown in the signatory page below and shall be deemed to have been given or made as of the date received.

19. DISPUTE RESOLUTION

The Parties here to undertake to settle any dispute concerning the validity, interpretation, and/or performance of this MOU in an amicable manner. In the event that any dispute cannot be resolved within the AACI, the matter should be escalated to the senior management of each Party. If any dispute that could not be resolved amicably within 60 (sixty) days of its escalation then the same shall be resolved through arbitration with New Delhi, India as the seat of arbitration. The Arbitration & Conciliation Act, 1996 as amended shall be the law governing the Arbitration. The number of arbitrator shall be one, appointed by mutual consent of the Parties. The proceedings of the arbitration shall be conducted in the English language in accordance with the WIPO Expedited Arbitration Rules in effect at that date. The governing law of the MOU shall be the substantive laws of India.


To the extent practical, the Parties shall continue to work under the MOU pending the final outcome of any dispute.

Signature page follows

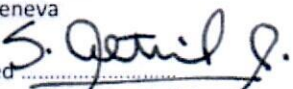
IN WITNESS WHEREOF the duly authorized signatories of the parties signed this Memorandum of Understanding in two originals in English.


Foundation for Innovative New Diagnostics

Dr. Catharina Boehme
Chief Executive Officer
at Geneva

Dated  15 Feb 2021
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Switzerland

Sergio Carmona Chief Access Officer
At Geneva

Dated  15 Feb. 2021
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Indian Council of Medical Research

Dr. Balram Bhargava
Secretary DHR & Director General, ICMR
at New Delhi

Dated 10.2.21
Ministry of Health & Family Welfare
Government of India
V. Ramalingswami Bhawan
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Witnessed by: 16th Feb 2021

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