



MEMORANDUM OF UNDERSTANDING
BETWEEN
NEPAL HEALTH RESEARCH COUNCIL
AND
THE INDIAN COUNCIL OF MEDICAL RESEARCH
IN THE FIELD OF HEALTH RESEARCH

Preamble

This Memorandum of Understanding (hereinafter referred 'MOU'), is made between the Nepal Health Research Council (herein referred to as "**NHRC**"), with its office located at Ramshah Path, Kathmandu, Nepal;

AND

The Indian Council of Medical Research (hereinafter referred to as "**ICMR**") with its office located at Ansari Nagar New Delhi – 110029, India;

HEREINAFTER jointly referred as 'Parties' to this MOU:

WHEREAS 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.

WHEREAS NHRC is an apex body of Government of Nepal to promote scientific study and quality research for health in Nepal. It has got mandatory authority to approve health research proposals and monitor their progress as well as capacity building on health research in Nepal. It also aims to promote using evidences in health policy and planning.

DESIROUS of intensifying cooperation and collaboration between themselves and of establishing appropriate working arrangements for the satisfactory implementation of the MOU;

HEREBY AGREE AS FOLLOWS:

Article 1: Purpose/Objectives

The main purpose of this MOU is to build on the health research relationship in the topics of mutual research.

Article 2: Areas of Cooperation

- (i) Collaboration on joint research activities of mutual interest such as:
 - Cross-border health issues
 - Ayurveda/traditional medicine and medicinal plants
 - Climate change and health
 - Non-communicable diseases, Mental health, Population based cancer registry
 - Tropical diseases (vector-borne diseases such as Dengue, Chikungunya, Malaria, JE etc), Influenza
 - Clinical Trial Registry
 - Health research ethics
 - Any other area of mutual interest
- (ii) Capacity building through exchange of knowledge, skills, tools and fellows
- (iii) Collaboration for adoption of tools, guidelines, protocols and best practices related to health research

Article 3: Modalities of Cooperation and Funding arrangements

Parties shall promote direct cooperation likely to be advantageous to both organizations through mechanisms agreed by Parties. These mechanisms may include, but shall not be limited to:

- (i) Joint workshops/Symposia to scope calls for proposals and identify mutually important topics of collaboration.

The organisational expenses of the Symposium/Workshop (venue hire and secretariat support) shall be borne by the host Party. It shall provide accommodation and local transport to and from the symposium/workshop to all participants.

Sending Party shall facilitate attendance of its researchers at the symposium/workshop, including the administration of support for travel including visa entry, per diem, and health insurance according to the Party's rules and procedures.

- (ii) Joint research proposals/projects in mutually identified areas which may include research, training and the application of knowledge. Each Party shall fund the components of the research approved under this MoU to be conducted in their country or may apply jointly for third party funding.
- (iii) The exchange of scientists under approved collaborative projects. Sending Party shall bear the cost of travel of visiting scientists whereas the receiving Party will provide the accommodation & living expenses of the scientist/researcher.
- (iv) Commitment of funds for workshops/meetings and research projects may be decided from time to time as per the funds available at that time.
- (v) Arrangements to implement and execute all these activities shall be agreed to by the Parties prior to commencement of the activity.

Article 4: Governance and Management

The Parties shall establish a **Joint Working Group** (JWG) consisting of representatives from both organizations. The JWG shall convene a meeting at least once a year or more as required. JWG sessions shall be held alternatively in India and in Nepal. The expenses related to travel, including visa entry, accommodation, per diem, health insurance, local transportation of

its JWG members, shall be borne by the Sending Party whereas the organizational expenses of the JWG meetings shall be borne by the Host Party.

The JWG shall be responsible for:

- (a) Providing an overview and overall direction to the programme and would be the final decision-making body of the programme;
- (b) Review of the progress and recommending oversight and support mechanisms to both Parties for the smooth operation of the program;
- (c) Identify topical areas of particular strategic importance to the research cooperation between the Parties, and shall propose/prioritize topics for joint funding.

Article 5

Intellectual Property Rights, Commercialization and Publications

Intellectual Property Rights:

- (i) The Parties shall ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which the Parties are party to.
- (ii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will jointly be owned by the Parties.
- (iii) The Parties shall not assign any rights and obligations arising out of the IPR generated pursuant to cooperation activities under this MOU without prior written consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MOU both Parties shall 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.

Publication:

- (i) Any publication, document and/or paper arising out of the joint work conducted by the participants pursuant to this MoU must acknowledge the ICMR-NHRC partnership and will be jointly owned by the Parties.
- (ii) The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper shall require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

**Article 6
Confidentiality**

- (i) During the term of this MoU and thereafter, each Party, their affiliates, employees and agents shall not disclose any confidential information of the other Party.
- (ii) Neither Party shall make any public announcement relating to scientific research outcome and commercialization under this MoU or any of the collaborative work hereunder without the prior written consent of the other Party.
- (iii) 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.
- (iv) All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of 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.
- (v) 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 7

Ethical issues/Transfer of biological Material/Data Sharing

- (i) Both Parties acknowledge the importance of the protection of human and animal subjects in any health program. Matters related to the ethical issues, data sharing, transfer of biological material and research projects should receive prior approval on each side according to the existing laws, rules and regulations of each country. In India such projects will require Health Ministry's Screening Committee (HMSC) approval, while in Nepal it will require NHRC approval
- (ii) Investigators undertaking joint projects should also share their research findings with the relevant institutions articulating how the outcome of work informs policy and practice both in India and Nepal. The Parties encourage the investigators to put the data arising from the funded work into open access.

Article 8: Disputes

Any dispute arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation and negotiations between the Parties.

Article 9: Exclusivity

The Parties understand that this relationship is not exclusive and that entering into this MOU will not prevent either Party from associating with any other Party for the purpose of conducting similar programmes.

Article 10: Obligations

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

Article 11: Validity

The duration of this MOU is five years from the date of the last signature of the Parties, unless earlier terminated. The MOU may be renewed for further periods by mutual agreement between the Parties.

Article 12: Termination

Either Party may terminate this MOU at any time by giving 6 months advance written notice to the other.

Article 13: Amendment

Amendments, revisions or modification to this MOU may be proposed by either Party at any time during the term of the MOU and shall be effective from the date of written agreement signed by both Parties.

In Witness whereof the duly authorized representatives of the Parties have signed this MoU.

This Memorandum of Understanding is signed in two originals each in English, Nepali & Hindi at New Delhi/Kathmandu, all texts being equally authentic, in case of divergence in interpretation, the English text shall prevail.

**For the Indian Council of
Medical Research**



Prof. (Dr.) Balram Bhargava
Director General, ICMR

Date: 17/11/2020

**For the Nepal Health
Research Council**



Dr. Pradip Gyanwali
Executive Chief (Member-Secretary), NHRC

Date: 04/01/2021