

**MEMORANDUM OF UNDERSTANDING
AMONG THE
INDIAN COUNCIL OF MEDICAL RESEARCH, DEPARTMENT OF
HEALTH RESEARCH, MINISTRY OF HEALTH AND FAMILY
WELFARE OF THE REPUBLIC OF INDIA
AND
DEPARTMENT OF HEALTH AND FAMILY WELFARE,
MINISTRY OF HEALTH AND FAMILY WELFARE OF
THE REPUBLIC OF INDIA
AND
THE INTERNATIONAL VACCINE INSTITUTE, SOUTH KOREA**

This Memorandum of Understanding (hereinafter "MOU") is entered among Indian Council of Medical Research, an autonomous organization under the Department of Health Research, Ministry of Health and Family Welfare of the Republic of India(hereinafter "ICMR"); Department of Health and Family Welfare(DoHFW), Ministry of Health and Family Welfare of the Republic of India (hereinafter "DoHFW"); and the International Vaccine Institute, an autonomous not-for-profit international organization established at the initiative of the United Nations Development Programme under the Vienna Convention of 1969 through a treaty signed by its State Parties and Signatories, having its principal office at SNU Research Park, 1 Gwanak-ro, Gwanak-gu, Seoul, South Korea 08826 (hereinafter "IVI").

WHEREAS, the ICMR, DoHFW and IVI (hereinafter referred to individually as a "Party," and collectively as the "Parties") share common understanding about the purpose of the establishment of IVI and its mission, which is to discover, develop, and deliver safe, effective and affordable vaccines for the world's developing nations;

WHEREAS, the Board of Trustees (hereinafter "BOT") of IVI approved its new governance structure in 2012 to have member States engaged to the strategies and governance of IVI

allowing a country-level involvement and collaboration by financially contributing to IVI a portion of its core budget with regards to Article XVI (1) of the Constitution of IVI;

NOW, THEREFORE, the Parties have reached the following understanding:

Paragraph 1

Objective

The objective of this MOU is to set forth the terms and conditions of the financial contribution in the form of core support by the Government of the Republic of India and furthermore, to establish a collaborative relationship between the Parties to work in the areas of mutual interest for the global public health.

Paragraph 2

Annual Financial Contribution

DoHFW will contribute an annual amount of USD 500,000 as a portion of IVI core budget as set forth in the new governance structure classified in Group I. IVI will submit a letter for contribution to the DoHFW by January 1 of each year.

Paragraph 3

Responsibilities of IVI

IVI will be fully responsible for:

1. The management of the financial contribution from India. As a financier, India shall not bear any responsibility and/or liability to any third party with regard to the use of the fund;
2. The financial contribution from India being used efficiently for its purposes;
3. Ensuring that administration and internal control of resources are adequately carried out according to the policy and procedures of IVI.

Paragraph 4

Annual Financial Report

IVI will provide DoHFW and ICMR with an annual financial report no later than April 30 each year. Intermediate financial reporting routines shall be agreed between the Parties taking into account that an approved financial report is a prerequisite for disbursements for the next year. The audited Financial Statements of the previous year shall be submitted to DoHFW and ICMR no later than May 30 each year together with Management Letter and a Management Response, the latter including an action plan based on the outcome of the audit report.

Paragraph 5

Mutual Cooperation

1. Each Party will actively cooperate on collaborative research activities and training programs to ensure that IVI may achieve its goal of protecting people in developing countries from infectious diseases through vaccine development and delivery and applications of technologies for global public health.
2. IVI will make every effort to contribute to Indian society by collaborating with Indian universities, research institutions, and business entities, and by engaging in other activities in relation to vaccine research and development in line with the mission of IVI.
3. IVI will actively work to enhance the performance of joint vaccine research projects between an Indian entity and IVI, if any, and capacity building in vaccine area in India.

Paragraph 6

Resolution of Disputes

Any disputes arising from the interpretation or implementation of this MOU will be resolved amicably through consultations between the Parties.

Paragraph 7

Duration, Amendment, Extension and Termination

This MOU will be effective for 5 years from the date of signature by the representatives of the Parties. The MOU may be amended, extended or terminated by mutual consent of the Parties.

Paragraph 8

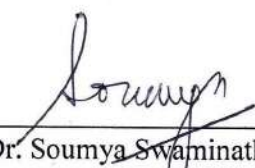
Entry into Force

This MOU shall enter into force upon signature.


Done at New Delhi on 21st August, 2017 in three originals.

For the Government of India

For the International Vaccine Institute




Dr. Soumya Swaminathan,
Director General, ICMR



Jerome H. Kim, MD
Director General

SIGN HE



Shri Manoj Jhalani
Additional Secretary,
Department of Health & Family Welfare