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INDIAN COUNCIL OF
MEDICAL RESEARCH
A. 10, P. 1, S. 1, N. 1, N. 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INDIAN COUNCIL OF MEDICAL RESEARCH
(ICMR)
AND
THE DEPARTMENT OF MEDICAL RESEARCH (DMR),
MINISTRY OF HEALTH AND SPORTS OF MYANMAR
IN THE FIELD OF HEALTH RESEARCH**

Preamble

This Memorandum of Understanding (hereinafter referred 'MOU'), is made between

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

AND

The Department of Medical Research (herein referred to as "**DMR**"), with its office located at Ziwaka Road, Dagon Township, Yangon-11191, Myanmar;

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 (DHR), 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 The Department of Medical Research (DMR) is a department under the Ministry of Health and Sports of Myanmar and the sole research institution in the government sector, striving to achieve its vision towards a healthier nation through application of research findings. The research areas are wide and diverse and cover Health Policy and Systems Research, Basic Biomedical Research and Applied Field Research in both communicable and non-communicable diseases, investigating nutritional, environmental and occupational factors affecting health, research involving maternal, child health and reproductive health, research supporting immunization and diseases control programmes as well as traditional medicine research. It is also the WHO Collaborating Centre for Research and Training on Malaria. DMR plays a

pivotal role in strengthening research integrity and ethical issues, developing quality research proposals with a responsible conduct of research, research capacity strengthening and knowledge management;

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

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Article 1: The Purpose/Objectives

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

Article 2: Scope of Cooperation

- i. Elimination of Infectious Diseases (to be decided mutually)
- ii. Development of network platform for emerging and viral infections
- iii. Training/ Capacity building in Research methodology management, clinical trials, ethics etc.
- iv. Harmonization of regulatory mechanism.

Article 3: Modalities of Cooperation/Funding arrangements

ICMR and the DMR shall promote direct cooperation likely to be advantageous to both organizations through mechanisms that Parties may agree as on when the need arises. These mechanisms may also include, but shall not be limited to:

- i. Joint workshops/Symposia to scope calls for proposals and identify mutually important topics of collaboration.
- ii. Joint research proposals/projects in mutually identified areas which may include research, training and the application of knowledge.
- iii. The exchange of scientists under approved collaborative projects.
- 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.

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 delegates from each organization. The JWG shall convene a meeting once a year or as required. JWG sessions shall be held alternatively in India and in.

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Myanmar. 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 countries of both 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 to any third party without prior written consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MOU both Indian and Myanmar 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 joint work conducted by the participants pursuant to this MoU must acknowledge the ICMR- DMR Party 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

1. Both Parties acknowledge the importance of the protection of human and animal subjects in any health program. In recognition of this, both the Indian and the Myanmar governments have adopted laws and regulations on the protection of human and animal subjects, including the transfer of biological material and intend to follow the same in accordance with applicable laws, regulations and policy of each country. Matters related to the transfer of biological material and research projects should receive prior approval on each side according to the existing rules and regulations of each country. In India such projects will require Health Ministry's Screening Committee (HMSC) approval.
2. Investigators should also share their findings with the relevant institutions articulating how the work informs policy and practice both in India and Myanmar. 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.

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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 terminated earlier. The MOU may be renewed for further periods by mutual agreement between the Parties.

Article 12: Termination

Either Party may terminate this MOU by giving 6 months advance written notice to the other. The premature termination of this MOU shall not affect the implementation of initiated or ongoing activities and projects.

Article 13: Amendment

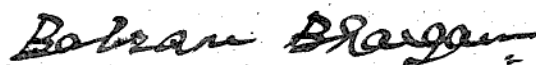
Amendments, revisions or modification to this MOU may be proposed by either Party at any time during the term of the MOU and shall be effective from the date of written agreement signed by both Parties. These amendments shall serve as integral parts of this MOU.

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

This Memorandum of Understanding is signed in two originals in English on 27th February, 2020 in New Delhi, India.

**For and on behalf of
the Government of the Republic
of India**

**For and on behalf of
the Government of the Republic of
the Union of Myanmar**



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



**HE Moe Kyaw Aung
Ambassador of Myanmar to India**