



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INDIAN COUNCIL OF MEDICAL RESEARCH

AND

THE AFRICAN UNION

ON

INDIA AFRICA HEALTH SCIENCES COOPERATION

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Preamble

This Memorandum of Understanding (hereinafter referred 'MOU'), is made between the **African Union** represented by the **Scientific, Technical and Research Commission** (herein referred to as" **AU-STRC**"), acting through the Executive Director with its Institute located at Plot 114 Yakubu Gowon Crescent, Asokoro, Abuja, Nigeria of the one part;

AND

The Indian Council of Medical Research (hereinafter referred to as "**ICMR**") acting through the Director General with its office located at Ansari Nagar New Delhi - 110029. India of the other part;

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 the African Union Commission (AUC) is the Secretariat for African Union, consisting of 55 African Member States while the Scientific Technical and Research Commission (STRC) is a specialized technical institute of the African Union under the Department of Human Resources Science and Technology that deals with science, technology and innovation policies, capacity development and research issues for the development of the African Union and its Member States.

WHEREAS the **Parties** recognize that India and Africa face similar challenges in health with limited public-health resources, and seek to develop independent capacities through renewed and reinvigorated partnerships between the two regions in the overall framework of the India-Africa Partnership. The overarching partnership framework encompasses many developmental frameworks on different endeavors, but this MoU is specifically to address India Africa Health Sciences partnership;

RECOGNIZING that cooperation among scientists, education and advocacy specialists, public health officials, technocrats , industry representatives in India with counterparts within Africa would be critical to developing cutting-edge, innovative, sustainable, and regionally relevant solutions;

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FURTHER RECOGNIZING ICMR and AU-STRC wish to express their endeavor to advance strategic and multifaceted cooperation between the leading stakeholders of both regions in the field of health and medical research and industrial processes.

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
Objectives

The purpose of this MOU is to facilitate co-operation and collaboration between the Parties hereto, establish the arrangements necessary to ensure effective cooperation between the Parties in areas of mutual interest.

1. The objectives of this MOU:
 - a. to train and strengthen capacity of health professionals, researchers, regulators and industry staff;
 - b. to prioritize diseases and areas for research collaboration; and
 - c. to enhance pharmaceutical trade and manufacturing capabilities for drugs and diagnostics.
2. The MOU sets out the framework for cooperation in order to ensure closer collaboration and exchange of information between the Parties in a manner that creates synergistic relationship and partnership in research and capacity building initiatives.

Article 2
Scope and Objectives

1. The Parties to this MOU hereby agree to join efforts and to remain a close and continuous working relationship for the achievement of their common objectives and for the implementation of the MOU.
 2. To this end, they shall, in accordance with the provisions hereinafter set forth, cooperate to implement action plan for the execution of activities set out in Article 3 of this MOU. All activities carried out in the mentioned framework shall be undertaken in accordance with the rules, regulations and procedures of the respective institutions.
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Article 3
Areas of Cooperation

1. The initial focus areas under this MoU shall include, but not be limited to, the following:
 - a) advancing health and biomedical research;
 - b) focus on communicable, non-communicable diseases and neglected diseases of mutual concern;
 - c) focus on drugs, vaccines, diagnostics, and other biomedical tools and solutions pertinent to both regions;
 - d) creating partnerships to accelerate innovations in both regions;
 - e) building research excellence in Africa and India through trainings in basic, clinical and translational research, technology transfer, infra-structure development;
 - f) advancing medical and health professionals education;
 - g) capacity building in health sciences;
 - h) establishing a network for clinical trials;
 - i) industrial cooperation for human resource development for industrial processes, affordable product development and distribution, regulatory environment and IPR policies, supply chain and manufacturing;
 - j) novel financing mechanisms;
 - k) data analysis and knowledge management; and
 - l) any other areas of mutual interest.
2. The Parties further agree to cooperate in any other areas of mutual concern as may be necessary to achieve the objectives of this MOU and to this end may enter into Supplementary Agreements.
3. A Joint Action Plan (JAP) for the operationalization of the MOU shall be developed between the parties, including but not limited to:
 - a. Specific subject areas and activities;
 - b. Timeframes for all activities; and
 - c. Review and evaluate activities implemented and progress made.

Article 4
Modalities for cooperation

1. The Parties shall facilitate development of a mutually agreeable projects and vision document based on the following:

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- a) understanding of the current needs, opportunities and capacities in India and Africa with respect to the health sciences and industry processes;
 - b) identification and prioritization of diseases of common concern and key areas of focus for the partnership; and
 - c) outlining of the guiding principles, operational frameworks, executable strategies and financial mechanisms for efficient and effective implementation of the partnership.
2. ICMR and AU-STRC shall establish the partnerships and linkages to consolidate collaborative initiatives across the spectrum of health sciences and steer engagement with the nodal agency (or agencies) in their respective regions (India and Africa).

Article 5

Governance and Management

A. Joint Working Group

1. A Joint Working Group (JWG) will be established with co-Chairs from ICMR and AU-STRC. The JWG may comprise of representatives from ministries such as Science and Technology; Trade and Commerce; Health; Foreign Affairs; Agriculture; and Chemicals and Fertilizers; senior scientific and technical advisors from both India and Africa; legal representation; and other stakeholders.
2. The members of the JWG may be drawn out from the senior officials of the respective institutions/ministries indicated above.
3. The JWG shall be responsible for:
 - (a) Providing an overview and overall direction to the program and would be the final decision making body of the program;
 - (b) Review of the progress and recommending oversight and support mechanisms to both Parties for the smooth operation of the program;
 - (c) Addressing issues for joint resolution that the Parties cannot address effectively outside of the JWG;
 - (d) Defining the financial, legal and administrative terms of the cooperation; and
 - (e) Propose any supplementary agreements if required.
4. The JWG shall convene a meeting once a year or as required. JWG sessions shall be held alternatively in India and in Africa. The expenses related to travel, including visa entry, accommodation, per diem, health insurance, local transportation, shall be borne by the sending Party whereas the organizational expenses (i.e., venue hire and Secretariat support) of the JWG meetings shall be borne by the host Party.

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5. The travel expenses of the representation of the African group of JWG to be covered by their respective Member States or by the African Union Commission considering the availability of funds.
6. The JWG shall be assisted by a Secretariat for program management and execution.

B. Expert Working Groups

1. The Parties shall establish Expert Working Groups (EWGs) for each of the areas outlined in Article I. The EWGs shall comprise of technical domain experts, program managers and implementers from both India and Africa and Co-chaired by representatives of both Parties. The EWG Co-chairs shall be a member of JWG.
2. The Parties must develop a criterion for the selection and nomination to the EWGs.
3. The EWGs shall be responsible for:
 - (a) Framing specific activities in the program;
 - (b) Preparation of annual work plans;
 - (c) Monitoring and review of specific programs or projects;
 - (d) Implementation and execution of joint activities/collaborative projects; and
 - (e) Facilitate the organization of joint workshops, symposia, conferences and working meetings.

C. Secretariat

ICMR and AU-STRC are to provide the secretariat for the management of this partnership including JWG and EWGs.

Article 6

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 shall be sought by both the Parties and the participants jointly and once granted these rights shall jointly be owned by the Parties and the participants¹.

¹ For the purpose of clarity; all research outcome that are granted IPR within the framework of this MoU shall be shared among the Parties and the participants (India, AU-STRC, Researchers involved in the work)

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- (iii) The Parties shall not assign any rights and obligations arising out of the IPR generated to pursuant to cooperation activities under this MoU without prior written consent of the other parties

Commercialization:

In case of research results obtained through joint activities under this MoU both Indian and African Parties shall apply as co-applicants for the protection of intellectual property rights subject to rights of both the Parties to commercialize the technology jointly in their respective countries and in any other country as well.

Publication:

- (i) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU must acknowledge the India Africa Health Sciences 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 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 African 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.
2. Investigators should also share their findings with the relevant institutions articulating how the work informs policy and practice both in India and Africa. The Parties encourage the investigators to put the data arising from the funded work into open access.

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Article 8
Confidentiality

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 9
Advocacy Activities

The Parties shall cooperate in advocacy and public support activities to enable acceleration and ensure sustainability of research work being conducted under this MoU.

Article 10
Implementation Mechanism

1. The Parties have agreed to hold regular consultations and review meetings on all matters arising from this MOU that may be necessary for the smooth running of their cooperation.
2. The Parties may take ancillary administrative measures that may be deemed necessary for the implementation of this MOU.

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Article 11
Cost-sharing and Financial Arrangements

The expenses related to travel, including visa entry, accommodation, per diem, health insurance, local transportation, shall be borne by the sending Party whereas the organizational expenses (i.e., venue hire and Secretariat support) of the meetings shall be borne by the host Party in the implementation of the MoU.

Article 12
Supplementary Arrangements and Amendments

1. The Parties to this MOU may by an exchange of letters enter into supplementary arrangements within the scope of this MOU, or amend any provision contained herein.
2. Supplementary arrangements to the MOUs shall be made on the basis of tangible and evidence-based satisfactory performance against the stated areas of cooperation and value addition to the Parties.

Article 13
Privileges, Immunities and Facilities of Both Parties

Nothing in this MOU shall be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities, which the Parties enjoy by virtue of the international agreements and laws applicable to the Parties.

Article 14
Assignments or Transfer to Third Parties

The responsibilities of the Parties under this MOU are not assignable or transferable. Any attempt to assign or transfer is void unless there is prior written approval of the Parties.

Article 15
Non-Exclusivity

The Parties shall pursue the objectives of this MoU on the basis of non-exclusivity. Neither the Parties, their affiliates, employees nor agents shall be restricted from making any agreement with any third party relating to regional collaboration.

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Article 16
Channel of Communication and Notices

1. For the purpose of facilitating the implementation of this MOU, the channels of communication for the Parties shall be:
 - (a) For AU-STRC

Executive Director
African Union Scientific, Technical & Research Commission
Abuja, Nigeria
 - (b) For ICMR

Director General
Indian Council of Medical Research
New Delhi, India
2. Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other focal points for those designated in this Article.
3. Any notice, request or other communication under this MOU shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telax, facsimile or e-mail, as the case may be, by either Party to the other at the address specified in the MOU or such other address as either Party may notify to the other Party.

Article 17
Entry into Force, Duration and Termination

1. This MOU shall enter into force on the date of its signature by the duly authorized representatives of the Parties and shall remain in effect for three (3) years. The MoU shall be renewed after review with mutual written consent of the Parties unless terminated in accordance with subparagraph two (2) of this Article.
2. Either Party may terminate this MOU by giving a three (3) months' advance notice to the other Party. Such termination shall take effect as of the date specified in the termination notice. The provisions contained herein shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

Article 18
Dispute Settlement Clause

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

Article 19
Miscellaneous Provisions

This MOU constitutes the whole of the collaboration between the Parties in respect of the subject matter.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have signed this MoU in two (2) originals in the English language on the date(s) set forth below:

Done at **New Delhi, India** on this **27th day of March, 2019** in two originals, in the English language.

For the Indian Council of Medical Research **For the African Union Scientific, Technical & Research Commission**

Balram Bhargava

Dr. Balram Bhargava

Secretary, Department of Health Research
Ministry of Health and Family Welfare
Government of India and
Director General
Indian Council of Medical Research



Dr. Ahmed Hamdy

Executive Director
African Union Scientific, Technical &
Research Commission
Abuja, Nigeria

Witness: *Mukesh Kumar*
Dr. MUKESH KUMAR

Date: 27/03/2019

Witness: *Gloriose Kankina*
Gloriose KANKINA

Date: 27/03/2019