

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Indian Council of Medical Research, Department of Health Research
Ministry of Health and Family Welfare, Govt. of India, Ansari Nagar,
New Delhi-110029, India

AND

The University of Oxford, University Offices, Wellington Square,
Oxford, OX1 2JD, United Kingdom

IN THE FIELD OF collaborative research on infectious diseases commonly affecting
socially marginalized groups

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 University of Oxford (herein referred to as “**Oxford**”), whose administrative office is
located at University Offices, Wellington Square, Oxford, OX12JD, United Kingdom;

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 Infectious Diseases Data Observatory (IDDO) brings together members of the global infectious disease community across the research and humanitarian sectors to collaborate in the generation, analysis and application of data to improve outcomes for patients. IDDO's coordinating office is based in the Centre for Tropical Medicine and Global Health at the University of Oxford.

WHEREAS, the **Parties** recognise their complementary strengths in the field of diseases affecting socially marginalised groups and wish to strengthen their relationship for the benefit of patients and the research community.

DESIROUS to work together in the areas and in the manner set out below considering vulnerability of socially and marginalized population of India for infectious diseases, especially diseases caused by dangerous pathogens.

India is also emerging as the health technology hub of the world with a large potential to support its own population as well as those from the global South in areas of drugs, vaccines, assistive devices, digital health, clinical trials, and health and human resources.

A large number of studies are carried out and data is collected from across the country. However, there is a need to systematically collate, synthesise, interpret and utilise the data. Researchers in Indian organizations have limited capacity to systematically set up the research questions, design studies adhering to international standards, collect high-quality data, pool and collate the data and carry out multiple steps of data cleaning, data analysis and finally translate the results into global public goods related to products, policy and practices.

HEREBY AGREE AS FOLLOWS:

Article 1: Areas of Collaboration

- 1.1. Parties intend to work together for their mutual benefit in the field of infectious diseases commonly affecting socially marginalized groups and

emerging health conditions. The aim is to work towards developing data platforms focusing on the old endemics as well as emerging health concerns.

1.2. In the first instance, the collaboration on malaria would continue and extend to visceral leishmaniasis, filariasis and emerging infections (in priority COVID-19, Nipah virus, and dengue) by building research capacity and dissemination of research tools to improve data quality and standardisation. In particular, the parties have agreed to-

1.3.

1. Exchanging and sharing ideas;
2. Supporting and developing best practice in data management and data documentation;
3. Supporting and developing best practices in data sharing, including the development of equitable governance frameworks;
4. Exploring opportunities for collaboration on research programs, including the development of a three year work plan on capacity strengthening, exchange of research fellows, training on data management and statistical analysis;
5. For diseases of interest to ICMR, ICMR to share or support submission of existing data using the IDDO platform and online submission system;
6. Exchanging relevant non-confidential publications

1.4. The activities listed above are subject to the internal requirements of the Parties; and those may require additional written agreements to be agreed between the Parties to be entered into on a case-by-case basis ("Additional Agreements"). In any event, staff and students of one Party who are visiting premises of the other Party will be expected to comply with local requirements regarding such matters as health and safety, access and security, and confidentiality. In the case of an agreement to exchange students, or to confer the status of 'Visiting Student' on students coming to Oxford, the Parties acknowledge that the prior approval of the University of Oxford's Education Committee will be required.

1.5. The work would be extended beyond infectious diseases and include collection and use of data for assessing health needs, framing research questions, defining data needs, and collecting data compliant with international quality and regulatory standards for future product development.

Article 2: The Purpose/Objectives

- 2.1 Building the capacity of Indian scientists and researchers in setting research and product development through the use of and collection of data compliant to International standards and regulatory requirement.
- 2.2 Another outcome would be for India to become a regional hub for capacity development in this area, using its own funding and following the principles of equity and sovereignty.
- 2.3 The subject areas will not be restricted to the thematic areas mentioned, but generic principles would be taught and overall enhancement of skills would be done.
- 2.4 Funding can be jointly raised and pooled for the above purposes and time-bound hosting of IDDO secretariat towards achieving the above outcome at ICMR would be considered.
- 2.5 Principles of partnership in and beyond data and skill-sharing between both organisations would be followed with equity and transparency.

Article 3: 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 the parties are representing 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.
- (iv) The Parties do not anticipate that arising Intellectual Property of a commercial value will be generated but in the event that any jointly owned Intellectual Property is to be commercialised the Parties will first agree fair and reasonable terms.

Commercialization:

In case of research results through joint activities under this MOU both Indian and United Kingdom Parties shall apply as co-applications 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.

Publications:

(i) Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU must acknowledge the ICMR-United Kingdom Party partnership and will be jointly owned by the Parties. ICMR scientists will be first author and/or corresponding author as deemed fit and agreeable to both 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 4: Confidentiality

4.1 Each Party agrees to hold the terms of this MOU (and related information and documentation) in confidence and not to disclose such information to any third party (other than to such party's legal and professional advisors) without the prior written consent of the other party. This paragraph shall not apply to any specific disclosures which may be required by law.

Article 5: Governance and Management

5.1 The governance and management of each activity under this MOU shall be agreed in the relevant work plan for the activity as agreed between the University's Infectious Diseases Data Observatory ("IDDO") and each ICMR institution with approval of DG, ICMR.

Article 6: Ethical issues/Transfer of Biological Material/Data Sharing

6.1 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 United Kingdom 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. Relevant approvals for ethical issues, transfer of biological materials and data sharing and access would be sought under joint collaborative research studies, on case by case basis.

- 6.2 Investigators should also share their findings with the relevant institutions articulating how the work informs policy and practice both in India and United Kingdom. The Parties will only share anonymised data under fair and reasonable terms. The parties encourage the investigators to put the data arising from the funded work into open access.

Article 7: Funding arrangements

- 7.1 The Parties shall each bear their own costs in relation to the collaboration envisaged by this MOU.
- 7.2 If the Parties subsequently secure funding for an element of the activities envisaged by this MOU, and part of that funding is intended to be passed to the other Party, an Additional Agreement will be executed to govern the activity in question.
- 7.3 Joint fundraising efforts must follow the existing norms and procedures of each organisation and support sustainable capacity development in ICMR beyond the period of current MOU. Oxford will keep ICMR informed of any application referring to collaboration between the Parties with transparent exchanges of information related to budget. The budget costings will be based on as per country guidelines.
- 7.4 Work plan development and allocation of budget: A two-year work plan would be developed through a scoping workshop as soon as possible while disease-specific work plans can be immediately developed related to malaria, visceral leishmaniasis and filariasis, with concerned institutions, subject to final approval by the DG ICMR, and Oxford's Infectious Diseases Data Observatory.

Article 8: Duration and Termination

- 8.1 This MoU shall enter into force from the date of its signature and shall continue for a period of five years. Unless the Parties agree to extend the MoU through written consent, it shall terminate at the end of that period.

- 8.2 Either party may terminate this MoU before the end of the period mentioned in clause 8.1 by providing 6 months written notice to the other.

Article 9: Press Releases

- 9.1 Each Party agrees that the announcement of this collaboration by means of website publication, newsletters and/or press releases may be mutually agreed upon and disseminated following the execution of the MoU.
- 9.2 Following the initial announcement, neither Party shall make any announcement or press release or disclosure of any matter relating to the collaboration unless agreed in writing in advance by both Parties. Neither Party shall use the name or any trademark or logo of the other in any press release or product advertising, or for any other purposes, without the prior written consent of the other, which consent may be given or withheld at the other party's sole discretion.

Article 10: Binding / Non-Binding Provisions

- 10.1 The Parties agree and acknowledge that this MOU, with the exception of this paragraph and paragraphs 4 (Confidentiality), 5 (Press Releases) and 7 (Governing Law), is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the Parties.

Article 11: Resolution of Disputes

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

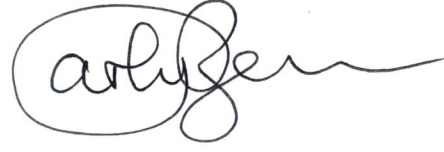
Article 12: Governing Law

- 12.1 This MOU and any resulting agreements shall be governed by and construed in accordance with the laws of the Republic of India; and shall be subject to the exclusive jurisdiction of the Indian courts after the exhaustion of any preliminary dispute resolution procedure which the Parties may agree.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this MoU.

The Memorandum of Understanding is signed in two originals each in English & Hindi, all texts being equally authentic, in case of divergence in interpretation, the English text shall prevail.

SIGNED for and on behalf of **THE**)
CHANCELLOR MASTERS AND)
SCHOLARS OF THE UNIVERSITY OF)
OXFORD)



Name: Carly Banner

Title: Head of Research Services
(Medical Sciences)

Date: 24th November 2021

Place: OXFORD, UK

SIGNED on behalf of **the Indian Council**)
of Medical Research)



Name: Dr. Samiran Panda

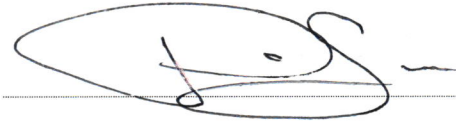
Title: Head, Division of Epidemiology and
Communicable Diseases, ICMR

Date: 11.11.2021

Place: NEW DELHI, INDIA

डॉ. समीरन पांडा, वैज्ञानिक 'जी' / Dr. Samiran Panda, Scientist 'G'
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स्वास्थ्य अनुसंधान विभाग / Department of Health Research
स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार
Ministry of Health & Family Welfare, Govt. of India
वी. रामालिंगस्वामी भवन / V. Ramalingaswami Bhawan
अंसारी नगर, नई दिल्ली-110029 / Ansari Nagar, New Delhi-110029

SIGNED for and on behalf of **the**)
Infectious Diseases Data Observatory -)
IDDO)



Name: Philippe Guerin

Title: Professor, Director, IDDO

Date: 24/11/2021

Place: Oxford, UK