



MEMORANDUM OF UNDERSTANDING

BETWEEN

**ARMED FORCES MEDICAL SERVICES
MINISTRY OF DEFENCE, AFRICA AVENUE, NEW DELHI, 110023**

AND

**INDIAN COUNCIL OF MEDICAL RESEARCH
ANSARI NAGAR, NEW DELHI, 110029**

FOR

COLLABORATIVE RESEARCH AND TRAINING

Rajiv Bahl

[Signature]

This **Memorandum of Understanding** (hereinafter referred to as the “**MoU**”) is made effective as of the last date of the signatures below (the “**Effective Date**”) by and between.

Armed Forces Medical Services (AFMS), a tri-service (Army, Navy and Air Force) Defence organization, under Ministry of Defence, Government of India with its Headquarters at A Block, Ministry of Defence Office Complex, Africa Ave, New Delhi, 110023.

AND

The **Indian Council of Medical Research (ICMR)**, Department of Health Research of the Ministry of Health and Family Welfare, Government of India with their office located at V. Ramalingaswami Bhawan, P.O. Box No. 4911, Ansari Nagar, New Delhi- 110029.

WHEREAS,

AFMS and ICMR are hereafter collectively referred to as “Parties” and individually as a “Party”, wherever the contexts so require intend the following. This MoU sets down mutually agreed broad framework for joint research and academic activities in various fields of interest. It also incorporates the modalities for collaboration.

1. Preamble

(a) Armed Forces Medical Services (AFMS) is a premier tri-service (Army, Navy and Air Force) organization having multiple hospitals with specialized medical/paramedical staff and facilities for patient care, training and research activities.

(b) Indian Council of Medical Research (ICMR), New Delhi is an apex body of India for formulation, coordination and promotion of biomedical research. ICMR conducts, coordinates and implements medical research for the benefit of the society and translates medical innovations in to products/processes and introduces them in to the public health system. ICMR operates under Ministry of Health and Family Welfare, Government of India.

(c) The activities of AFMS and ICMR are in several ways complementary. It is therefore felt that initiating collaborative research programs will be of considerable mutual benefit.



2. Purpose

AFMS and ICMR, desire to implement, in the areas of mutual interest, cooperative and collaborative activities, in the field of biomedical research and academics, which will address multidisciplinary scientific, technological and educational problems of relevance to the country.

AFMS and ICMR to collaborate on health research important for National Security Forces e.g. Space; High altitude; Battle related trauma/ Post-traumatic stress disorder; Infectious diseases and other health issues at international borders.

3. Mechanisms of Cooperation

The cooperation undertaken pursuant to this MoU will include:

(a) Collaborative biomedical research

The two parties will explore opportunities of undertaking joint research projects and will work together for the purpose of identifying the needs of the country in terms of research and technology and collaborate in these identified areas. They may also carry out joint research in technology for distance and computer-based learning. The two parties may also consider providing initiation grant or other kind of support from their own resources. AFMS institutions upon DGAFMS approval and ICMR institutions may enter into separate MoU/MoA for various individual collaborative projects in furtherance of the objective of this MoU.

(b) Faculty exchange programme

The two parties will explore opportunities for interaction among members of faculty between ICMR and AFMS institutions. Faculty exchange will include participation in seminars, courses, workshops, CME, symposia, lectures etc. In case of faculty exchange programs salaries and travel will be the responsibility of the parent institute; whereas local hospitality will be provided by the host institute in the Guest House as per availability of rooms for short periods. Each such visit of AFMS/ICMR officer will require approval of the DGAFMS & ICMR.

(c) Joint Academic Activities and Events

AFMS and ICMR may formulate joint academic activities such as short courses, seminars, workshops and conferences based on mutual interests and available expertise in the institutions. AFMS officers can register for PhD under ICMR-AcSIR PhD programme, after approval of DGAFMS and ICMR.

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4. Laws and Regulations

All activities pursuant to this MoU are to be conducted in accordance with applicable laws, regulations, procedures, policies and guidelines of Government of India.

5. Intellectual Property (IP) Rights & Publications

(a) The Parties recognize that the work carried out under this MoU could lead to the publication of scientific finding and IP rights.

(b) The Parties agree that the publications and IP generated during the course of this cooperation shall be jointly owned by both parties.

6. Financing

ICMR and AFMS may consider providing initiation grant or other kind of support from their own resources. There are no further financial obligations for the contract partners as a result of this contract. Head of the institute will ensure that the funds allotted are expended as per laid down procedure and proper books of account will be maintained.

7. Dispute Resolution, Governing Law and Jurisdiction

Any dispute arising in the application, interpretation or implementation of the provisions of this MoU be amicably resolved between the Parties through good faith, negotiation and consultation. This MoU and the Parties rights and obligations hereunder shall be governed and interpreted in accordance with the laws of India. If the dispute between the parties could not be resolved within a period of thirty days, it may be resolved as per the provisions of the Arbitration & Conciliation Act, 1996.

Administrative Mechanism for Resolution of Disputes may be resolved as per the OM No. 334774/DoLA/AMRD2019 dated 31.03.2020

8. Duration, Amendment and Termination

(a) Activities under this MoU may commence upon signature of the Parties, The MoU remains in effect for five years unless terminated by either

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Party, who should endeavor to give the other 90 days notice. It may be extended by mutual written agreement of the Parties.

(b) The termination of this MoU is not intended to affect the validity or duration of any arrangements entered into pursuant to the MoU prior to its termination.

9. Additional Clauses

(a) Force Majeure

Neither party shall be liable for any failure to perform under this MoU to the extent such failure to perform was caused in whole or in part due to any act of God, natural calamities, act of terrorism, biological or chemical contamination, war, governmental regulations, riots or labour strife. Provided that, in order to be excused from its failure to perform an affected party must act diligently and use reasonable efforts to continue to perform, provide appropriate notices to the other party and/or resume performances as soon as possible. If a force majeure event continues for a continuous period of more than 90 days, either party may choose to terminate the MoU.

(b) Survivability

If at any point one or more terms and conditions within this MoU are deemed to be unenforceable or void, the parties agree to substitute a similar term or condition to replace the defective one upon mutual consent.

(c) Indemnification

Both parties agree to indemnify their employees for their acts done in pursuance of the MoU in line with their service rules.

(d) Data Rights and Data Confidentiality

Both parties shall have the right on all the data generated under the cooperation. Both parties shall be free to use the data so generated from the cooperation under this Agreement for any purpose including for further Research and Teaching purpose.

It is acknowledged that each Party may possess confidential information that is proprietary to it or to third parties collaborating with it. Any such information may only be shared between the Parties under a separate confidentiality disclosure arrangement specifically covering such information.

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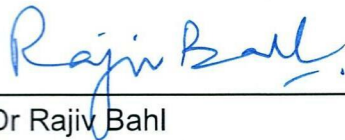
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This MoU is without prejudice to co-operation being undertaken in all existing processes pursuant to other arrangements between the parties in the field of medical research.

IN WITNESS WHEREOF, the duly authorized Signatories of the Parties have signed this Memorandum of Understanding at New Delhi on 23rd April 2024.

EXECUTED BY THE PARTIES

Signed for and on behalf of
Indian Council of Medical Research
by its duly authorized officer



Dr Rajiv Bahl
Secretary to Government of India
Department of Health Research &
DG ICMR

Signed for and on behalf of
Armed Forces Medical Services
by its duly authorized officer



Lt Gen Daljit Singh, AVSM, VSM, PHS
DGAFMS
Armed Forces Medical Services

Date : 23/04/2024

Date : 23/04/2024

Witness 1:

Signature: 

Name : Dr Harpreet Sandhu

Designation : Head International
Health Division ICMR

Witness 2:


Signature: _____

Name : (SK SINGH)

Designation : JG (Asst Gen)