

LETTER OF AGREEMENT (LOA)
BETWEEN
THE
INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR)
AND
THE BILL & MELINDA GATES FOUNDATION (BMGF)
ON HEALTH RESEARCH

1. In pursuance of **Memorandum of Cooperation (MoC)** signed between DoHFW, MOH&FW, GoI and Bill & Melinda Gates Foundation(BMGF),USA on **18 October,2019** for 5 (five) years with focus on health care delivery and program related operational research as per NHM and DoHFW priorities,
2. Indian Council of Medical Research (ICMR), Department of Health Research (DHR), under MoH&FW GoI and BMGF, USA hereinafter jointly referred to as 'Parties' and individually as a 'Party' **intend to cooperate** in supporting and promoting health research mutually beneficial for the partner organizations in line with some of India's critical health priorities.

Have reached to the following understanding:

3. ICMR and the BMGF have a mutual interest in identifying opportunities for scientific and technological cooperation in research areas including but not limited to:
 - i. Communicable diseases- Enteric and diarrheal diseases; Vector-borne diseases; Neglected tropical diseases; Pneumonia; Tuberculosis; Polio; HIV
 - ii. Family Planning
 - iii. Maternal Newborn and Child Health and Nutrition Research
 - iv. Disease modeling
 - v. Artificial Intelligence and other advanced data analytics concerning health research
 - vi. Telemedicine for rural/remote health improvement and for making healthcare available to rural/remote communities
 - vii. Development of research capacity and capability of researchers

- viii. Other areas of mutual interest including innovations in routine immunization, surveillance of communicable diseases, particularly those responsible for morbidity and mortality in children under 5 years of age
- ix. Information Technology applications for health care

4. ICMR and the BMGF **intend** to promote cooperation through:

- a) Joint funding of proposals/projects in mutually identified areas such as basic and applied research, training, and the application of knowledge. Either Party may decide to fully/partially fund the joint activities based on the nature of the activity. Project ideas could be elicited through RFPs (Request for Proposals) or similar processes.
- b) Promoting the exchange of scientists for purposes of capacity building and skills development.
- c) Co-sponsorship and/or funding of endeavors to facilitate exchange of scientific information through lectures, workshops, seminars, symposia, joint publications, etc.
- d) The knowledge and information gained from the projects undertaken will be promptly and broadly disseminated and the developments that arise from funding provided under this LOA be made available and accessible at an affordable price to India, including Indian companies, and to people most in need in other countries.

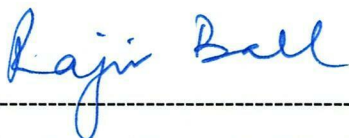
The Parties will develop fair and transparent processes to ensure that projects and investigators funded under this LOA achieve these global access commitments.

- e) Should the activities undertaken give rise to intellectual property (IP), the Parties shall discuss and further align regarding ownership, management and commercialization of rights to such IP and may enter into separate agreement(s) with the parties undertaking such activities, in line with applicable rules, policies and regulations of each Party and the other applicable multilateral agreements to which countries of both Parties are party to.
- f) A Joint Steering Committee (consisting of equal members from both Parties) will review the progress and recommend oversight and support mechanisms for the smooth operation of the program.



5. This LOA does not legally bind any Party to provide funding nor does it constitute a legally binding commitment of any kind.
6. This LOA shall be in force as of the date of its signing by the Parties and shall remain in force till the validity of MoC signed between MoH&FW, GoI and BMGF, USA. Upon renewal of MoC between MoH&FW, GoI and BMGF, USA, this LOA shall be extended/ renewed further, by mutual consent of Parties, in writing. Any Party can terminate its participation in the LOA by six (6) month's written notice to the other party in advance.
7. The termination of the LOA will not affect the implementation of ongoing activities and programmes which have been decided by the Parties prior to the date of termination of this LOA, unless otherwise agreed by Parties in writing.
8. Dispute Settlement, Confidentiality, IPR, Financial Provisions, and all other relevant provisions of the MoC mutatis mutandis continues to govern the Parties herein.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective authorities /Government have signed this LOA at New Delhi on 12th day of March, 2024 in two originals each in Hindi and the English languages. In case of divergence in its interpretation, the English text shall prevail.



For Indian Council of Medical Research

Dr. Rajiv Bahl
Director General

Date 12 March, 2024

Place New Delhi



For Bill & Melinda Gates Foundation

Mr. Hari Menon
Director, India Country Office

Date 12 March 2024

Place New Delhi