



MEMORANDUM OF UNDERSTANDING

between

**INDIAN COUNCIL OF MEDICAL RESEARCH,
(DEPARTMENT OF HEALTH RESEARCH)
MINISTRY OF HEALTH & FAMILY WELFARE,
GOVERNMENT OF INDIA**

and

SYDNEY MEDICAL SCHOOL, THE UNIVERSITY OF SYDNEY, AUSTRALIA

for

COLLABORATION IN HEALTH RESEARCH

The Indian Council of Medical Research (ICMR), Department of Health Research, Ministry of Health & Family Welfare, Government of India, the apex body for the formulation, coordination and promotion of medical/health research in India, having intensive research on important communicable and non-communicable diseases, reproductive health and nutrition, traditional medicine and upcoming fields of bioinformatics and communication and the Sydney Medical School at the University of Sydney, internationally renowned for cutting-edge education and research in the full spectrum of health and medical sciences including basic, clinical and public health disciplines, hereinafter collectively referred to as "the Parties" and individually as "the Party";

CONSIDERING that a Memorandum of Understanding (MoU) between the Parties was originally signed on 28th November, 2007, for a period of five years, for collaboration in various areas of health research;

REALISING that pursuant to the signing of the previous MoU, a number of workshops in the areas of Adolescent Obesity and Diabetes and Road Traffic Injuries and numerous interactions between Australian and Indian scientists in the field of Maternal and Child Health (neonatal health and nutrition) have taken place both in India and Australia;

RECOGNISING the importance of undertaking collaborative research, training and other activities of mutual interest in health research;

INTENDING to continue and renew cooperation in the identified areas of mutual interest in health research to further enhance the programme and relationship between the organisations;

HAVE REACHED the following understanding:

ARTICLE 1. AREAS OF COLLABORATION

The Parties shall collaborate in research in the following areas:

1. Public health and clinical aspects of chronic diseases
2. HIV/AIDS
3. Road traffic injuries
4. Maternal and child health
5. Health systems
6. Other areas of mutual interest falling within the scope of this MoU.

ARTICLE 2. MODES OF COLLABORATION

The collaboration between the Parties shall involve the following:

1. Formulation of Joint proposals/projects in mutually identified areas including research, training and the application of knowledge. The allocation of funds for the joint projects by ICMR for Indian researchers and by Australian Parties (i.e. the University of Sydney) for Australian researchers.
2. Exchange of scientists, researchers and students under the approved collaborative projects. All visiting scientists/researchers/students shall comply with relevant entry and visa regulations of the country being visited and the concerned institutions' requirements in respect of admission and staff appointments.
3. Conducting Joint workshops/symposia/seminars. The planning of subjects/areas and funds for joint workshops/symposia/seminars shall be as agreed upon mutually by the Parties.
4. Releasing publications and reports from collaborative work on mutually agreed terms. The authorship of publications to be determined according to the generally accepted academic norms.

ARTICLE 3. MANAGEMENT OF COLLABORATION

1. The Parties agree that this collaboration would be reviewed and managed by a Joint Steering Committee comprising of up to four (4) representatives each from Indian and Australian organisations.
2. This Committee shall meet at least annually with alternate countries as a location of meetings, or meetings may be conducted through electronic or other means, at the discretion of the Steering Committee.
3. Expenses related to participation in the Joint Steering Committee meetings such as travel, accommodation, per diem, health insurance, local transport or others, shall be borne by the sending party, whereas the organisational expenses of the Joint Steering Committee meetings shall be borne by the host party.

ARTICLE 4. INTELLECTUAL PROPERTY

1. The existing intellectual property rights of the scientists and institutions will be recognised and preserved in accordance with the intellectual property policies of ICMR as well as the University of Sydney, subject to the domestic laws in force in the respective countries of the Parties.
2. In the event that the Parties wish to embark on a joint collaborative research project, all Intellectual Property rights that arise from, or may arise from such collaborative research projects will be determined in advance by written formal and binding agreement or agreements (separate from this MoU) which will detail the rights of each Party.

ARTICLE 5. LEGAL AND FINANCIAL COMMITMENTS

1. This Memorandum of Understanding is not intended to create any legally or financially binding obligations among the Parties.
2. The Parties shall be responsible for the funding of the respective Investigators from their countries to undertake collaborative research projects under this MoU.
3. The joint project would be selected in accordance with the independent peer review and necessary rules and regulations in each country shall be followed.
4. Financial commitments related to training, or workshops/symposia/seminars conducted pursuant to this collaboration shall be determined by subsequent specific written agreements. The Parties agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationship of the Parties.

ARTICLE 6. NON-EXCLUSIVITY OF COLLABORATION

The Parties agree that this MoU shall not preclude any Party from collaboration with other organisations on separate but related undertakings.

ARTICLE 7. DISPUTE RESOLUTION

Disputes arising in the implementation of this MOU shall be resolved through good faith negotiation through the Joint Steering Committee. If the Joint Steering Committee is unable to resolve a dispute, each Party shall nominate a senior officer. The two officers, nominated by each Party shall settle the dispute through consultation and negotiation.

ARTICLE 8. AMENDMENT AND TERMINATION

1. This MoU can be amended by the mutual written consent of the Parties.
2. This MoU can be terminated by either Party with six months advance written notice to the other Party. Termination of this MoU shall not affect activities already in progress as on the date of termination.

ARTICLE 9. TERM OF MOU AND RENEWAL

1. This MoU shall enter into effect upon its signature by the authorised representatives of the parties and shall remain valid for a period of five (5) years from the date of its signing.
2. This MoU may be renewed before its expiry by the mutual written consent of the Parties in writing.

In witness whereof, the undersigned being duly authorised by their respective organisations have signed this MoU.

Signed in on, 2015, in duplicate, in Hindi and English languages, one original each in English and Hindi for each Party. In the event of any inconsistency between the Hindi and English version of this MoU, the English version shall prevail.

ON BEHALF OF THE INDIAN COUNCIL OF MEDICAL RESEARCH



Dr.V.M.Katoch

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

Dated 25th Jan 2015 Place New Delhi

ON BEHALF OF THE UNIVERSITY OF SYDNEY



Professor Jill Trewhella

Deputy Vice-Chancellor (Research), The University of Sydney

Dated: 09.03.15 Place Sydney



Dr Bruce Robinson

Dean, Sydney Medical School, The University of Sydney

Dated 16.2.15 Place Sydney