

MEMORANDUM OF AGREEMENT**BETWEEN****MINISTRY OF AYUSH,
GOVERNMENT OF INDIA****AND****INDIAN COUNCIL OF MEDICAL RESEARCH,
DEPARTMENT OF HEALTH RESEARCH, MINISTRY OF
HEALTH AND FAMILY WELFARE, GOVERNMENT OF
INDIA**

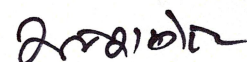
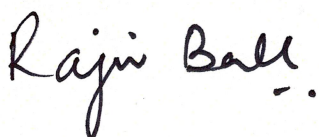
This Memorandum of Agreement is made and entered into on this day 11th May, 2023 by and among the following :

- i. Ministry of Ayush, Government of India, (hereinafter referred to as "M/o Ayush"), which expression shall where the context so admits, include its successors, executors, administrators and permitted assignees, having its office at Ayush Bhawan, GPO Complex, INA Colony, New Delhi, 110023 represented by Secretary, Ministry of Ayush, on the FIRST PART;

AND

- ii. INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR), an apex body in India for formulation, coordination and promotion of biomedical research under the Department of Health Research (DHR), Ministry of Health & Family Welfare, Government of India, registered at V. Ramalingaswami Bhawan, Ansari Nagar, Post Box 4911, New Delhi – 110029, India (hereinafter referred to as 'ICMR' which expression shall include its successors and assignors unless the context requires a different construction), duly represented by DG, ICMR & Secy. DHR of the SECOND PART

Hereinafter, all parts are individually referred to as "PARTY" and collectively as "PARTIES" in the MoA.



ARTICLE I OBJECTIVE

The objective of this MoA is to promote and develop cooperation and collaboration on health research between M/o Ayush and ICMR to-

- a. Explore the areas of collaboration, convergence and synergy between M/o Ayush and ICMR for integrative health research
- b. Strengthening research capacity between M/o Ayush and ICMR.

ARTICLE II AREAS OF COOPERATION

i. Research and Development:

- The parties shall collaborate with each other in identified areas of national importance in healthcare for promoting high impact research to generate evidence utilizing modern scientific methods.
- The parties may jointly establish Ayush-ICMR Centers for Advanced Research in Integrative Health at all AIIMS with co-funding.
- Exploring possibility with M/o Ayush and ICMR to work on public health research initiatives for addressing diseases of national importance.
- Efforts to conduct high-quality clinical trials jointly on identified areas/disease conditions of national importance with promising therapies of Ayush system to generate evidence for wider acceptance.
- The parties shall formulate and implement joint research Projects/Programs and allow joint supervision of the said activities.
- Any party may float "Call for proposals" on Integrative Health Research for extramural support to researchers from India for carrying out the identified study(ies).
- A Joint working group shall be created between M/o Ayush and ICMR which will meet quarterly for exploring further areas of collaboration and work on deliverables.
- Inclusion of research on Integrative Medicine in the "National ethical guidelines for biomedical and health research involving human participants" by ICMR-DHR.

ii. Researchers/Scientists Interaction:

- The Parties shall encourage regular interaction and visit of Researchers/scientists from both organizations whenever required in the furtherance of the various joint programmes and/or to sustain continued interaction with researchers;

Rajni Behl

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iii. Capacity Building:

- Research capacity building shall be led by ICMR for Ayush Researchers. ICMR will develop a curriculum for the proposed training at three levels. ICMR will facilitate the development and delivery of training modules trainings which will be offered as:
 - a) **Online basic research courses** being offered by NIE, ICMR may be extended for all researchers, faculties and PG scholars of Ayush.
 - b) **Basic Research Training** as “**Capacity development in Clinical and Epidemiological Research**” for Ayush researchers in a phased manner through identified ICMR institutes.
 - c) **Advanced Research Training** for researchers already trained in basic research through ICMR centres proposed for basic research training.
- Research fellowships for graduates and post-graduates interested in pursuing research in Integrative healthcare

iv. Sharing of Infrastructural Facilities:

- Scholars/trainees/researchers/faculties of each party will have access to advanced instrumentation systems, and other infrastructural facilities as per the prevailing rules and regulation of that Party for the duration of the visit/joint research project/program.

v. Science & Technology Awareness, Demonstration and Transfer:

- The Parties shall design and conduct conferences/workshops/seminars jointly with active participation of researchers interested in the field of Integrative healthcare
- The Parties shall mutually share IPR issues/benefits arising from the joint research project/program.
- Transfer of any technology developed jointly by ICMR and Ministry of Ayush to a third party for commercialization in India or any other country shall be done jointly through a separate Agreement;
- Both Parties shall work towards developing/renewing mutual cooperation for facilitating scientific validation and provide evidence for Ayush systems by other countries.

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ARTICLE III DESIGNATED AUTHORITY

The designated authority responsible for implementation of this MoA shall be M/o Ayush and ICMR.

ARTICLE IV FINANCIAL ARRANGEMENTS

- i. The above identified activities may be undertaken by both parties depending upon the availability of sufficient budget provision, for which Joint-funding mechanism with fifty percent share from each party in this MoA may be developed.
- ii. ICMR will utilize funds under the Center for Advanced Research head for funding the in Ayush-ICMR centers for Integrative Health at all AIIMS.
- iii. If the funding involves transfer of funds from one Ministry to another, the modalities of such transfer of funds between two Central Government departments, as laid down in the Government of India instructions, would be followed.

ARTICLE V THIRD PARTY BENEFICIARY RIGHTS

The parties do not intend to create in any other individual or entity the status of a third party beneficiary. and this MoA shall not be construed so as to create such status. The rights, duties and obligations contained in this MoA shall operate only between the parties to this MoA, and shall operate solely to the benefit of the parties to this MoA. The provisions of this MoA are intended only to assist the parties in determining and performing their obligations under this MoA. The parties to this MoA intend and expressly agree that only parties signatory to this MoA shall have any legal or equitable right to seek to enforce this MoA, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoA, or to bring an action for the breach of this MoA.

ARTICLE VI PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

A. General Clause:

There will be an uninterrupted and free flow of information on research initiatives for research and development between both the parties while respecting each other's IPR rights.

The parties agree that:

Intellectual Property Rights:

- i. The per-existing IP shall remain the sole property of the respective party.

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- ii. Any IP generated during the course of the collaboration shall be jointly owned by ICMR and M/o Ayush. The IP generated from this collaboration, shall be prior protected then published.

B. Publication:

Any publication, document and/or paper arising out of joint research pursuant to this MoA will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior written permission of each party. It may however be ensured that the official emblem and logo is not misused.

C. Data rights and Data privacy:

- i. ICMR and M/o Ayush shall jointly own the data arising out of this MoA.
- ii. Both the parties shall have all the rights on the data generated during the collaboration and shall be free to use the data for any purpose including for further research and training purpose.

D. Material Transfer Agreement (MTA):

MTA shall be signed on non-exclusive basis for transfer of experimental material to undertake targeted research in context of transferred material.

E. Confidential Information:

During the tenure of this MoA, ICMR and M/o Ayush on its behalf and on behalf of its employees agree to maintain strict confidentiality of any information that the other Party has identified as confidential and will not disclose the same to any third party till such information falls into the public domain without any negligence on the part of recipient party.

F. Force Majeure :

It is clearly understood that in the event of any circumstance like flood, earthquake, fire, civil disturbances, tempest or any other acts of GOD beyond control of either of the parties, they shall be relieved of their mutual obligations under these circumstances during such period

**ARTICLE VII
SUSPENSION**

Each party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoA. The suspension shall take effect immediately after notification has been given to the other parties through appropriate official channels.

Rajni Bell.

[Signature]

ARTICLE VIII
ARBITRATION/ SETTLEMENT OF DISPUTES

In event of any question, dispute or difference whatsoever arising between the parties of this Agreement out of or relating to the construction, meaning, scope operation or effect of this Agreement or the validity of the breach thereof shall be referred to an Arbitrator to be appointed by mutual consent of all the parties herein. If the parties cannot agree on appointment of the Arbitrator within a period of one month from notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such Differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modification or re-enactments thereof.

Indemnification

Each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates and their respective directors, officers, employees. and agents from and against any and all losses, damages, liabilities, costs, and expenses, caused naturally and not directly attributed to the negligence of any person(s).

ARTICLE IX
VALIDITY, AMENDMENTS AND TERMINATION

- i. This MoA is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MoA.
- ii. This MoA will be in effect for a period of five years from the date of execution and shall be renewed for successive term of five years with the consent of both the parties unless terminated.
- iii. Either party may request changes to this MoA at any time of its execution. Any changes, modifications, revisions or amendments to this MoA, which are mutually agreed upon by and between the parties to this MoA shall be incorporated by written instrument, and effective when executed and signed by both the parties to this MoA.
- iv. This MoA may be terminated, without cause, by either party upon written notice of 30 (thirty) days for termination by either parties which shall be delivered by hand or by certified mail to the address listed above.

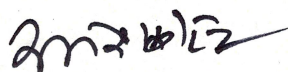
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[Signature]

IN WITNESS WHEREOF, the parties to this MoA through their duly authorized representatives have executed this MoA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoA as set forth herein.

The effective date of this MoA is the date of the signature last affixed to this page.

Vaidya Rajesh Kotecha, Secretary
Ministry of Ayush

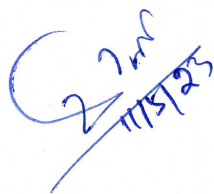


Authorized Signatory

Date: 11.5.23

Witness:

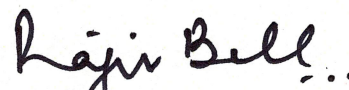
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Dr. Rajiv Bahl, Secretary
Department of Health Research &
Director General, Indian Council of
Medical Research

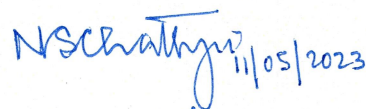


Authorized Signatory

Date: 11.5.23

Witness:

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