



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR)
UNDER DEPARTMENT OF HEALTH RESEARCH (DHR)

AND

THE INSTITUTE FOR BASIC SCIENCE (IBS)
UNDER MINISTRY OF SCIENCE AND ICT (MSIT)

IN THE FIELD OF BASIC AND HEALTH RESEARCH

Preamble

This Memorandum of Understanding ("MOU") 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 Institute for Basic Science (hereinafter referred to as "**IBS**"), with its headquarters located at Yuseong-gu Daejeon - 34126, Republic of Korea. Both ICMR and IBS shall also be collectively referred to as the "Parties".

WHEREAS ICMR is the apex body in India established in 1911 for the formulation and coordination of biomedical research. It is an autonomous body under the Department of Health Research (DHR) and Ministry of Health and Family Welfare (MoHFW) of the 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 IBS is a comprehensive basic science research in Korea established with the goal to advance the frontiers of knowledge and to train the leading scientists of tomorrow. It is a national research institute under the Ministry of Science and ICT (MSIT) of Korea and specializes in long-term projects that require large groups of researchers, and promotes the highest quality of research that will increase the national basic science capacity and generate new opportunities for Korea. IBS research centers conduct research in physics, mathematics, chemistry, life sciences, earth science and interdisciplinary science.

WHEREAS the **Parties** recognize that ICMR and IBS are leading bodies of research and development (R&D) in their respective countries and desire to promote and develop closer scientific and technological cooperation in basic and health related fields.

DESIROUS of intensifying cooperation and collaboration between themselves and of establishing appropriate working arrangements for the satisfactory implementation of the MOU;

HEREBY AGREE AS FOLLOWS:

Article 1: Purpose and Objectives

The main purpose of this MOU is to build on the basic and health research relationship and to acknowledge the importance of the technical collaboration between the Parties, and to establish the framework and parameters of a working relationship that will form the basis of specific projects of mutual interest.

Article 2: Areas of Cooperation

- (i) Viral diseases
- (ii) Immunology
- (iii) Cardiovascular diseases
- (iv) Genetics
- (v) Neurological disorders
- (vi) Other areas of mutual interests

Article 3: Modalities of Cooperation/ Funding Arrangements/ Governance

ICMR and IBS may promote direct cooperation likely to be advantageous to both organizations through mechanisms that Parties agree on when the need arises.

These mechanisms may include the following:

- (i) Joint workshops/symposia to scope calls for proposals and identify mutually important topics of collaboration.

The organisational expenses of a joint workshop/symposium (venue hire and secretariat support) may be borne by the host Party. It may provide accommodation and local transport to and from the joint workshop/symposium for all participants.

Sending Party may facilitate attendance of its researchers at the joint workshop/symposium, including the administration of support for travel including visa entry, per diem, and health insurance according to the Party's rules and procedures.

- (ii) Joint research proposals/projects in mutually identified areas which may include research, training and the application of knowledge.

- (iii) The exchange of scientists under approved collaborative projects.

Sending Party on each side may bear the cost of travel of visiting scientists whereas the receiving Party may provide the accommodation and living expenses of the scientist.

- (iv) The Parties may establish a Joint Working Group (JWG) or Joint Steering Committee (JSC) consisting of delegates from each Party for overall direction, reviewing the progress made under the joint program and providing necessary support and decision making when required. Further details regarding the composition, related expenses etc. of the JWG will be discussed when the need arises.

Commitment of funds for joint workshops/symposium and research projects may be decided from time to time as per the funds available at that time.

Arrangements to implement and execute this cooperation shall be agreed to by the Parties prior to commencement of the activity.

Article 4: 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 of both Parties 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) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- (iv) The Parties shall not assign any rights or obligations arising out of the intellectual property rights generated pursuant to cooperation activities under this MOU without prior written consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MOU both Indian and Korean Parties shall apply as co-applicants 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 participants of the Parties pursuant to this MOU must acknowledge the ICMR-IBS partnership and will be jointly owned by the Parties.
- (ii) The use of the name, logo and/or official emblem of both 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 5: Confidentiality

- (i) During the term of this MOU and thereafter, each Party, their affiliates, employees and agents shall not disclose any confidential information of the other Party.
- (ii) Neither Party shall make any public announcement relating to scientific research outcome and commercialization under this MOU or any of the collaborative work hereunder without the prior written consent of the other Party.
- (iii) All information and documents to be exchanged pursuant to the MOU will be

- kept confidential by the Parties and will be used subject to such terms as each Party specifies. The Parties will not use the information for purposes other than what was been specified without the prior written consent of the other Party.
- (iv) All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of confidential information do not grant or imply any license, interest or right to the recipient Party in respect to any intellectual property right of the disclosing Party.
 - (v) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MOU will not be transmitted to a third party, unless otherwise agreed by the Parties.

Article 6: Ethical Issues, Transfer of Biological Material, and Data Sharing

- (i) Both Parties acknowledge the importance of the protection of human and animal subjects in any medical program. In recognition of this, both the Indian and the Korean 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 policies of each country. Matters related to research projects and the transfer of biological material and should receive prior approval from the other Party according to the existing rules and regulations of each country.
- (ii) Investigators should also share their findings with the relevant institutions articulating how the work informs policy and practice both in India and Korea. The Parties encourage the investigators to put the data arising from the funded work into open access.

Article 7: Disputes

Any dispute arising out of the interpretation or implementation of this MOU shall be settled amicably through consultation and negotiations between the Parties.

Article 8: Exclusivity

The Parties understand that this relationship is not exclusive and that entering into this MOU will not prevent either Party from associating with any third Party for the purpose of conducting similar programmes.

Article 9: Obligations

This MOU is not intended to create binding, legal obligations between the Parties.

Article 10: Duration

The duration of this MOU is five years from the date of the last signature of the Parties, unless earlier terminated. The MOU may be renewed by mutual agreement between the Parties.

Article 11: Termination

Either Party may terminate this MOU by giving six months advance written notice to the other Party.

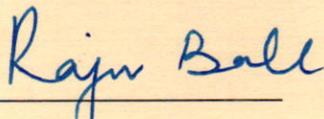
Article 12: Amendment

Amendments, revisions or modification to this MOU may be proposed by either Party at any time during the term of the MOU and shall be effective from the date of written agreement signed by both Parties.

In Witness whereof the duly authorized representatives of the Parties have signed this MOU in English language in two originals.

For the Indian Council of Medical Research

For the Institute for Basic Science

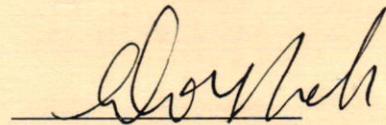


Dr. Rajiv Bahl

Secretary, DHR and
Director General, ICMR

Date: 1 December, 2023

Place: New Delhi



Prof. Noh Do Young

President, IBS

Date: 8 January 2024

Place: Daejeon