

MEMORANDUM OF UNDERSTANDING ON RESEARCH COOPERATION

BETWEEN

THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT

AND

THE AUSTRALIAN RESEARCH COUNCIL AND THE AUSTRALIAN NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL.

THIS MEMORANDUM is made on the fifteenth day of February 1994

Between THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT (hereinafter referred to as "DFG") of the one part and the AUSTRALIAN RESEARCH COUNCIL (hereinafter referred to as "ARC") and the AUSTRALIAN NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL (hereinafter referred to as "NH&MRC") of the other part

1. WHEREAS the DFG and ARC/NH&MRC are empowered to enter into this Memorandum;
2. WHEREAS the DFG and ARC/NH&MRC have as one of their objectives to maintain liaison with foreign organisations which are engaged in research;
3. WHEREAS the DFG and ARC/NH&MRC wish jointly to further develop research cooperation; and
4. WHEREAS it is deemed mutually beneficial to develop such cooperation between the DFG and ARC/NH&MRC.

THEREFORE the DFG and ARC/NH&MRC agree as follows:

ARTICLE 1 GENERAL PROVISIONS

The signatory organisations (the parties) shall promote research cooperation so that the research activities supported under their aegis can be further developed. This research cooperation shall be facilitated through close mutual consultation.

ARTICLE 2 FIELDS OF RESEARCH COOPERATION

Research cooperation shall be conducted, in principle, in the fields of research and development supported by the parties. The general fields and specific subjects of research cooperation shall be determined through mutual consultation.

ARTICLE 3 DEVELOPMENT OF RESEARCH COOPERATION

Research cooperation shall be developed through:

- (1) exchanging researchers;
- (2) exchanging information on the humanities and social sciences, the natural sciences and engineering (ARC) and clinical medicine and dentistry (NH&MRC);
- (3) supporting joint research projects conducted by researchers of both countries;
- (4) supporting joint seminars, symposia and other meetings; and
- (5) supporting preparatory visits for planning and formulating joint research projects and seminars in the final stage.

Other forms of research cooperation shall be determined through mutual consultation.

ARTICLE 4 IMPLEMENTATION OF COOPERATIVE RESEARCH ACTIVITIES

- (1) Cooperative research activities shall be implemented in conformity with Joint Guidelines, as agreed from time to time, by the parties and;
- (2) cooperative research activities may be conducted following an approved request by the collaborating researchers to either of the parties. However, a detailed plan of the proposed research must be reviewed by both parties before support can be considered for specific activities. Notice shall be provided of the subject, content, form, duration, funding and other conditions of each project.

ARTICLE 5 COSTS OF COOPERATIVE ACTIVITIES

Costs of cooperative activities shall be met on the basis of the following principles:

- (1) the costs of international travelling expenses and salary of the researcher on exchange, as prescribed in paragraph 1 of Article 3, shall be borne by the party that dispatches the researcher, while local travel and living expenses (including accommodation and boarding) in the host country shall in general be borne by the host party (each visitor, who is to be in excellent health at the time of departure, is expected to secure their own adequate insurance against medical and dental treatment); neither party will assume responsibility for any costs associated with visits by accompanying family members;
- (2) the costs of the implementation of cooperative research activities prescribed in paragraph 2 of Article 3 shall be shared in a manner decided on a case-by-case basis after mutual consultation and;

- (3) collaborative activities prescribed in paragraph 3 of Article 3 approved by the parties shall be supported in a complementary way, each party bearing the costs of the national project part.

ARTICLE 6 PUBLICATION OF RESEARCH RESULTS

Prior to publication of results, derived from cooperative research programs, the researcher(s) shall obtain consent from their collaborating partners.

ARTICLE 7 PERIODICAL MONITORING

To monitor the progress of research cooperation, the parties shall correspond periodically and discuss the programs already being undertaken as well as those for the forthcoming years as outlined in Article 3. Meetings shall be held when agreed to by both parties and when possible within the then current resources of either of the parties.

ARTICLE 8 OWNERSHIP OF INTELLECTUAL PROPERTY

In respect of any discovery or invention derived from joint research implemented under this Memorandum, the collaborating researchers shall consult and agree on the ownership of any intellectual property or the terms of commercial exploitation. The sponsoring organisations waive this responsibility to the researchers.

ARTICLE 9 MAINTENANCE OF CONFIDENTIALITY

The despatching researcher shall not disclose to any third party secret or confidential information that is acquired from the host researcher (or vice-versa) without the prior written consent of the host. The cooperating researchers shall otherwise take appropriate means of maintaining secrecy.

ARTICLE 10 DATE OF EFFECT AND PERIOD OF VALIDITY

This Memorandum shall be implemented from the date of signing and shall be valid for five (5) years thereafter. It shall be automatically renewed annually on the expiry of the five year period with the same terms including this right of renewal, unless one party gives written notice to the other, at least six (6) months prior to the renewal date, of its intention to terminate this Memorandum.

ARTICLE 11 QUESTIONS AND CONSULTATION

In the event there should arise questions in the interpretation of the provisions of the Memorandum or problems with respect to matters not prescribed therein, or when the parties find it necessary to make any revision in the text of this Memorandum, both parties shall consult with each other to reach a mutually acceptable decision.

ARTICLE 12 TYPE OF AGREEMENT AND GOVERNING LAW

This Memorandum is a contract between the parties. It shall be governed by the law of Australia in respect of matters arising within Australia and by the law of the Federal Republic of Germany in respect of matters arising within the Federal Republic of Germany. The governing law in respect of matters arising in third countries shall be determined by mutual agreement.

ARTICLE 13 NEW LAW OR REGULATION

Where the DFG or ARC/NH&MRC determine that any new law or regulation or official directive of a competent authority or any change in any existing law shall make the implementation of this Memorandum conflict with or contravene such new law or regulation or official directive or any change thereof, then this Memorandum upon notice in writing being given to the other party to this effect shall be deemed to have been terminated. This Memorandum is documented in three originals in English.

SIGNED by for and on behalf of THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT

in the presence of:

Wolfgang Frühwald

Prof. W. Frühwald

(Professor Wolfgang Frühwald, President)

Canberra 15 February 1994

SIGNED by for and on behalf of THE AUSTRALIAN RESEARCH COUNCIL

in the presence of:

Max Brennan

Mary Braithwaite

(Professor Max Brennan, Chair)

Canberra 15 February 1994

SIGNED by for and on behalf of THE NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL

in the presence of:

Ian McCloskey

John Day

(Professor Ian McCloskey

Chair, Medical Research Committee)

Canberra 15 February 1994

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