STATEMENT OF INTENT

BETWEEN

THE COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION (CSIRO) OF LIMESTONE AVENUE, CAMPBELL, ACT 2612 AUSTRALIA, ACTING THROUGH ITS DIGITAL PRODUCTIVITY AND SERVICES FLAGSHIP

AND

THE INFORMATION TECHNOLOGY LABORATORY OF THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)
OF 100 BUREAU DRIVE, STOP 8900, GAITHERSBURG, MD 20899-8900, UNITED STATES

FOR FURTHERING SCIENTIFIC COOPERATION

1. Purpose of this Statement of Intent and Authorities

The purpose of this Statement of Intent (SOI) is to encourage academic exchange and cooperation of mutual interest between the participating institutions, i.e. the Digital Productivity and Services Flagship (DPAS) of the Commonwealth Scientific and Industrial Research Organisation (CSIRO), and the Information Technology Laboratory (ITL) of the National Institute of Standards and Technology (NIST) (hereinafter referred to as "the Participants"). This document is a non-binding SOI of the Participants to collaborate. Any specific program of collaboration or sharing of confidential information will be subject to formal agreement.

ITL/NIST enters into this SOI under the authorities granted by Title15 United States Code section 272 (c)(5), (c)(16).

2. Key focus of this Statement of Intent

The key focus of this SOI will be to:

- 1. encourage staff exchange; and/or
- 2. encourage joint research activities in the areas of visualisation, computational sciences, simulation of materials and processes, imaging, machine learning, visual analytics and data analytics.

2.1. Staff exchange

The Participants intend to use existing programs, such as the NIST Foreign Guest Researcher Program, to exchange staff members for short periods of time. The purpose of this exchange is to allow staff members to participate in research projects of the other institution. To this end, the Participants will exchange lists of staff members who are interested in such exchanges.

2.2. Joint research activities

The Participants intend to cooperate scientifically, inter alia by exchanging information concerning current research projects, by promoting contacts between researchers who are active in the same disciplines, especially staff members preparing doctoral dissertations, and by promoting common research projects.

3. Coordination of the Statement of Intent

A designated person at the Participants will oversee and facilitate implementation of this SOI in cooperation with other appropriate administrators at the respective institutions. The expansion of cooperative areas and activities is to be further discussed based on the needs and interest of both

Participants. The signatories assign Dr. John TAYLOR and Dr. Tomasz BEDNARZ for CSIRO, and Dr. Ronald BOISVERT and Dr. Judith TERRILL for NIST, as coordinators of this SOI, subject to change at the option of the employing Participant.

4. Financial arrangements

All activities contemplated by this SOI are subject to the availability of funds to the Participants. No Participant is required to obligate funds to the activities stated herein. The Participants may seek funding for the purpose of staff exchange and scientific cooperation. Cooperative funding arrangements, if any, shall be detailed in written agreements endorsed by the Participants.

5. Autonomy to conduct research

Notwithstanding anything contained in this SOI, each Participant retains its autonomy to conduct research independently of this SOI.

6. Intellectual Property and Confidential Information

Each Participant's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this SOI. For the avoidance of doubt, neither Participant is obliged to disclose any confidential information to the other Participant, and any disclose or exchange of confidential information must be covered by an appropriate confidentiality agreement.

7. Termination and Annex to the SOI

- 7.1 Upon signature by both Participants, this SOI will be in effect for a period of five (5) years or until otherwise terminated earlier by either Participant with sixty (60) days' written notice to the other Participant. Termination of this SOI will not result in the termination of any annexes in effect between the Participants. Each such annex will terminate in accordance with the agreed terms within the annex.
- 7.2 This SOI may be complemented with annexes concerning specific forms of exchange.
- 7.3 These annexes may be proposed and signed at a later date. Once they are signed by both Participants, they are considered an integral part of this SOI.
- 7.4 This SOI may be modified by written amendment upon mutual consent at the request of either Participant.
- 7.5 This document is a non-binding Statement of Intent of the Participants to cooperate and does not create legally binding rights or obligations. This Statement of Intent may not serve as the basis for any legal action by one Participant as against the other.

Executed in Australia on 30 July 2014

Executed in Gaithersburg on 27 Aug. 2014

Charles H. Komine

For ITL, NIST

For CSIRO

Dr. Michael Bruenig Acting Flagship Director,

Digital Productivity and Services Flagship, CSIRO

Dr. Charles H. Romine

Director, ITL