

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL MEASUREMENT INSTITUTE, AUSTRALIA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS ENTERED INTO BETWEEN:

The National Institute of Standards and Technology of the United States of America, hereinafter referred to as “NIST”, an agency of the United States Department of Commerce, having its head office at 100 Bureau Drive, Stop 1000, Gaithersburg, MD 20899-1000, USA, and being represented by Dr Willie May, Director, NIST,

AND

The National Measurement Institute, Australia, hereinafter referred to as “NMIA”, a division of the Australian Government Department of Industry, Innovation and Science, having its head office at Bradfield Road, West Lindfield, NSW 2070, Australia, and being represented by Dr Peter Fisk, Chief Executive and Chief Metrologist, NMIA,

Both hereinafter referred to as the “Participants” collectively, or “Participant” individually.

There is no intention that this Memorandum of Understanding (MoU) be legally binding on either Participant.

Paragraph 1: Purpose

The objective of the MoU is to strengthen relations between the Participants and to provide a framework for cooperation in measurement standards and related basic and applied physical, chemical and biological sciences, and other related fields, in particular

to strengthen innovation collaboration as may be jointly determined. As such, this MOU renews the cooperation under the MoU established in 2007.

Paragraph 2: Cooperative Activities

The Participants mutually consent that the above mentioned cooperation may be carried out in the following forms:

- 2.1 Exchanges of scientific and technical information and development activities and practices including exchange of documents and technical standards;
- 2.2 Research and development activities in the form of experiments, tests and other technical collaborative efforts in disciplines of mutual interest;
- 2.3 Exchange of personnel, including short term visits by individuals or teams to the facilities of the other Participant, assignments of visiting scientists to each Participant's laboratories for periods to be mutually arranged by the Participants;
- 2.4 Exchange and provision of samples and materials, including standard reference materials, reference data, instruments, and components for use in testing or evaluation;
- 2.5 Comparisons of measurement standards;
- 2.6 Joint academic exchange activities, including but not limited to co-organization of symposiums, seminars, workshops by the Participants;
- 2.7 Cross-disciplinary engagement to address measurement challenges in areas of mutual priority such as food safety, energy efficiency and health;
- 2.8 Exchanges to build awareness of strategic priorities and initiatives regarding metrology supporting science, innovation and industry to inform and strengthen engagement; and
- 2.9 Such forms of cooperation and collaboration as mutually arranged.

Paragraph 3: Planning and Review of Activities

The plans of cooperative activities to be carried out under this MoU will be periodically reviewed by the designated representatives of the Participants, and point of contact for the coordination of activities will be the International and Academic Affairs Office for NIST and the International Relations Office for NMIA.

Paragraph 4: Intellectual Property Rights, Confidentiality and Publications

- 4.1 Either Participant will be free to use any scientific and technical information provided by the other Participant in the course of cooperative activities under this MoU for its own internal research and development purposes. Any commercial use of such information will be the subject of a separate arrangement to be negotiated by the Participants on a case-by-case basis.
- 4.2 No confidential or proprietary information will be exchanged under this MOU. If necessary, confidential or proprietary information will be exchanged under a separately negotiated Confidentiality or Non-Disclosure Agreement.
- 4.3 Publications or joint activities between the Participants should be coordinated; the research cooperation between the Participants is to be clearly stated in all publications of findings and other outcomes arising from the cooperative activities.
- 4.4 Neither Participant will seek to patent inventions and findings jointly created within the scope of cooperative activities under this MoU without prior written arrangement between the Participants.
- 4.5 Where the Participants do not arrange to seek to patent inventions and findings jointly created within the scope of cooperative activities under this MoU, and unless otherwise specified in separate arrangements, both Participants may use inventions, findings and other outcomes jointly created by the cooperative activity as they choose subject to any limitations contained in Paragraphs 4.1 to 4.4 above.

Paragraph 5: Separate Arrangements

5.1 Specific projects will be identified, whereby collaborative activities between the Participants would be mutually advantageous. Whenever more than the exchange of technical information is planned, such activities will be described in a separate arrangement under this MoU which will set out, as appropriate, the activity, a work plan, staffing requirement, contact persons, cost estimates, funding source(s) and other conditions which may include but are not limited to intellectual property and publication requirements where necessary. In case of any inconsistency between the terms of this MoU and the terms of a separate arrangement, the terms of the arrangement will prevail.

5.2 Any third party involved in the joint scientific cooperation will also be required to sign the relevant arrangement.

5.3 Although the Participants intend to enter into separate arrangements by virtue of discussions arising out of this MoU, this MoU does not commit either Participant to enter into any such arrangements.

5.4 The separate arrangement may contain legal obligations or non-legal commitments to undertake certain activities.

Paragraph 6: Financial Obligation

Cooperative activities under this MoU are subject to and dependent upon the availability of funds and personnel. Decisions on funding for joint activities will be made by mutual arrangement between the Participants. Neither Participant is required to administer funds pursuant to this MoU.

Paragraph 7: Compliance with Export Controls and Regulations

The Participants understand that goods and/or technology transferred during the course of this MoU may be subject to export control laws and that each Participant is responsible for its own compliance with such laws.

Paragraph 8: Duration

8.1 Subject to Paragraph 8.2, this MoU will remain in effect for a period of five (5) years from the date of signature. This MoU may be amended or extended by prior written consent between the Participants, with the understanding that either Participant may terminate this MoU by sending at least six (6) months prior notice to the other Participant through the point of contact identified in paragraph 3. Notwithstanding the above, the cooperative activities which commenced prior to termination of this MoU will be subject to the terms of this MoU as if this MoU remained in effect after the date of termination of this MoU.

8.2 The provisions in Paragraph 4 will remain in effect after the termination of this MoU or any separate arrangement.

Paragraph 9: Dispute Resolution

This MoU is not governed by international law. The Participants will attempt, according to the provisions (where apposite) of each relevant separate arrangement, to resolve peacefully any disputes resulting from:

- a) Joint scientific cooperation under this MoU; or
- b) The interpretation or application of the terms of this MoU.

Paragraph 10: No legal rights or obligations

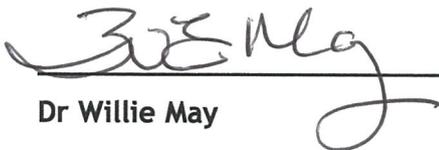
This MoU does not create any legal rights or obligations.

Signed in duplicate in English with each of the copies being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Participants, have signed this MoU.

FOR
THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY, USA

FOR
THE NATIONAL MEASUREMENT
INSTITUTE, AUSTRALIA



Dr Willie May
Director

Date: 9/21/16



Dr Peter Fisk
Chief Executive and Chief Metrologist

Date: 10 October 2016