

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS & 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. Patrick Gallagher, Director, NIST,

AND

The National Measurement Institute, Australia, hereinafter referred to as “NMIA”, a division of the Australian government Department of Innovation, Industry, Science and Research (DIISR), having its head office at Bradfield Road, West Lindfield, NSW 2070, Australia, and being represented by Dr. Laurie Besley, Chief Executive and Chief Metrologist, NMIA,

Both hereinafter referred to as the “Parties” collectively, or “Party” individually.

There is no intention that this Memorandum of Understanding be legally binding on either Party. This MOU is a joint statement of intent of the Parties to collaborate as described.

Paragraph 1: Purpose

The objective of this MOU is to strengthen relations between the Parties and to provide a framework for cooperation in measurement standards and related basic and applied physical and chemical sciences, and other related fields as may be jointly determined.

Paragraph 2: Cooperative Activities

The Parties 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 party, assignments of visiting scientists to each party's laboratories for periods to be mutually arranged by the Parties;
- 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 Parties and;
- 2.7 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 Parties, and point of contact for the coordination of activities will be the Office of International Affairs for NIST and the International Relations Office for NMIA.

Paragraph 4: Intellectual Property Rights, Confidentiality and Publications

- 4.1 Either party will be free to use any scientific and technical information provided by the other party 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 Parties 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 on joint activities should be coordinated; the research cooperation is to be clearly stated.
- 4.4 Neither Party will seek to patent inventions and findings jointly created within the scope of cooperative activities under this MOU without prior written arrangement between the Parties.
- 4.5 Where the Parties do not agree to seek to patent inventions and findings jointly created within the scope of cooperative activities under this MOU, and unless otherwise specified in a Specific Arrangement/Collaboration Agreement, both Parties may use inventions, findings and other outcomes jointly created by the cooperative activity as they choose.

Paragraph 5: Specific Arrangements and Collaboration Agreements

Specific projects will be identified, whereby collaborative activities between the Parties would be mutually advantageous. Whenever more than the exchange of technical information is planned, such activities will be described in a “Specific Arrangement” or “Collaboration Agreement” under this MOU which will set out, as appropriate, the activity, a work plan, staffing requirements, 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 paragraphs of this MOU and the terms of a Specific Arrangement or a Collaboration Agreement, the terms of the Specific Arrangement or Collaboration Agreement will prevail.

- 5.1 Any third party involved in the joint scientific cooperation will also be required to sign the relevant agreement.
- 5.2 Although the Parties intend to enter into Specific Arrangements/Collaboration Agreements by virtue of discussions arising out of this MOU, this MOU does not commit either Party to enter into any such Specific Arrangement/Collaboration Agreement.
- 5.3 The Specific Arrangement or Collaboration Agreement may contain non- legally binding and legally binding activities, the intention of the Specific Arrangement or Collaboration Agreement will expressly state the legal nature of the 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 Parties. Neither party is required to administer or obligate funds pursuant to this MOU.

Paragraph 7: Compliance with Export Controls and Regulations

The Parties understand that goods and/or technology transferred during the course of this MOU may be subject to export control laws and that each Party 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 Parties, with the understanding that either Party may terminate this MOU by sending at least six (6) months prior written notice to the other Party through the diplomatic channel. 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 Specific Arrangement/Collaboration Agreement.

Paragraph 9: Dispute Resolution

This MOU is not governed by international law. The parties will attempt, according to the provisions (where apposite) of each relevant Specific Arrangement/Collaboration Agreement, 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: Assignment

This MOU does not create any legal rights or obligations. Consequently, neither Party may assign, transfer or otherwise dispose of this MOU in whole or in part or any benefits or commitments hereunder to any individual, firm, institution or corporation without obtaining prior written consent from the other Party, and such consent will not be unreasonably withheld.

Signed in Paris, France, on 25 May 2011, in duplicate in English with each of the copies being equally authentic.

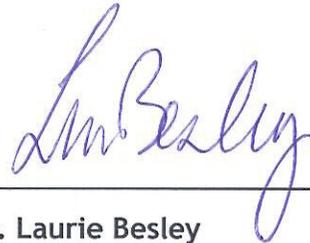
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Parties, have signed this MOU.

FOR
THE NATIONAL INSTITUTE OF
STANDARDS & TECHNOLOGY, USA

FOR
THE NATIONAL MEASUREMENT INSTITUTE,
AUSTRALIA



Dr. Patrick Gallagher
Under Secretary of Commerce
for Standards and Technology
and Director



Dr. Laurie Besley
Chief Executive and Chief Metrologist