

AGREEMENT RELATING TO SCIENCE, RESEARCH AND INNOVATION
COOPERATION

BETWEEN

THE GOVERNMENT OF AUSTRALIA

AND

THE GOVERNMENT OF NEW ZEALAND

AGREEMENT RELATING TO SCIENCE, RESEARCH AND INNOVATION
COOPERATION BETWEEN THE GOVERNMENT OF AUSTRALIA AND
THE GOVERNMENT OF NEW ZEALAND

The Government of Australia and the Government of New Zealand, hereinafter referred to as the "Parties";

RECOGNISING the importance of science, research and Innovation for the future prosperity and wellbeing of the peoples and enterprises of Australia and New Zealand, and elsewhere, and the potential for these benefits to be enhanced through shared goals and more effective sharing and movement of ideas, knowledge, talent and resources between the two countries;

ACKNOWLEDGING that the Parties and the peoples of Australia and New Zealand already derive significant benefits from a deep and productive science, research and Innovation relationship;

RECOGNISING that this science, research and Innovation relationship will be better served by the development of an enduring comprehensive, material and adaptive cooperation framework between the Parties through which to conduct the science, research and Innovation relationship, and to set in place the conditions to achieve a trans-Tasman Innovation ecosystem;

CONSIDERING the desirability, in areas of common interest, of promoting the closest collaboration between scientific, research and Innovation agencies and institutions and the private sectors of both countries for the purpose of using science, research and Innovation to develop economic, environmental and social benefits of both countries, achieving better outcomes than could be achieved individually;

ACKNOWLEDGING the New Zealand Government's commitment to the principles of The Treaty of Waitangi;

HAVING REGARD TO the strong economic relationship between the Parties under the umbrella of the *Australia New Zealand Closer Economic Relations Trade Agreement*, done at Canberra on 28 March 1983 (as amended), including the significant progress made on the Single Economic Market between Australia and New Zealand;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 Definitions

For the purposes of this Agreement:

1. "Agreement Coordinator" has the meaning in Article 4;
2. "Cooperative Activity" means any activity carried on or supported by the Parties pursuant to this Agreement;
3. "Executive Agent" has the meaning in Article 4;
4. "Information" means policy, scientific or technical data, results, or methods of research and development, including software, stemming from Joint Research, science and Innovation, and any other data and reporting relating to Cooperative Activities;
5. "Innovation" includes the implementation of a new or significantly improved product (good or service), or process, a new marketing method, or a new organisational method in business practices, workplace organisation or external relations under this Agreement;
6. "Intellectual Property" means the subject matter listed in Article 2 of the *Convention Establishing the World Intellectual Property Organization*, done at Stockholm on 14 July 1967 (as amended on 28 September 1979), and may include other subject matter as agreed by the Parties;
7. "Joint Research" means research, development, science and Innovation that is implemented with financial support from one or both Parties and that involves collaboration by Participants from both countries under this Agreement;
8. "Participant" means any individual or entity, including the employees of an individual or entity, engaged in a Cooperative Activity under this Agreement;
9. "Representative" means any individual or entity, including the employees of an individual or entity, authorised by a Party to enter into a Cooperative Activity under this Agreement; and
10. "Work Programme" means a set of Cooperative Activities that the Parties agree to undertake within a specified period of time.

ARTICLE 2
Objective

The objective of this Agreement is to set in place the conditions to achieve a trans-Tasman Innovation ecosystem, and contribute to the goal of a Single Economic Market between Australia and New Zealand.

ARTICLE 3
Principles

1. This Agreement establishes the framework for the overall science, research and Innovation relationship between the Parties.
2. Subject to the applicable policies and laws of both countries, the Parties shall strengthen and conduct their science, research and Innovation relationship on the basis of the following principles:
 - (a) shared responsibilities, and mutual and equitable contributions and benefits, taking into account respective risks, benefits, and management shares;
 - (b) mutually beneficial access to government-sponsored or government-supported programmes and facilities, and mutually beneficial access to and exchange of Information on science, research and Innovation activities;
 - (c) consistent with each Party's international obligations under the international Intellectual Property agreements to which it is a party, effective and balanced protection for, and equitable distribution of, any Intellectual Property created in, or as a direct result of, collaboration, and effective and balanced protection of Intellectual Property furnished in the course of collaboration;
 - (d) cooperation in the promotion of science, research and Innovation results and outcomes, with the purpose of maximising economic, environmental and social benefits and the industrial development of both countries;
 - (e) commitment to open science, research and Innovation, where appropriate; and
 - (f) commitment to policies and programmes which promote the translation and application of results of science and Innovation activities, conducted by researchers and organisations from all sectors, towards achieving economic, environmental and social benefits in each country.

ARTICLE 4
Coordination of Cooperative Activities

1. Each Party shall designate an Executive Agent responsible for executive oversight of progress towards the Objective of this Agreement through Cooperative Activities and the Work Programme.
2. The Executive Agents of the Parties shall meet at least annually to discuss and review the progress and implementation of this Agreement, matters of importance in the field of science, research and Innovation, and policy issues related to the overall science, research and Innovation relationship between the Parties, and to agree a Work Programme of Cooperative Activity.
3. Each Executive Agent shall designate an Agreement Coordinator responsible for coordination and facilitation of Cooperative Activities under this Agreement and as outlined in the Work Programme. Agreement Coordinators will discuss and coordinate on a regular basis implementation of the Work Programme, meeting at such times as they consider necessary to implement the Work Programme.

ARTICLE 5
Areas of Cooperative Activity

1. Under this Agreement, the Parties shall undertake and support mutually beneficial Cooperative Activity. The Parties shall encourage the participation in relevant Cooperative Activities of researchers and organisations from all sectors, including universities, national laboratories, and the private sector. The Parties may include government-sponsored or government-supported research programmes as part of Cooperative Activities.
2. In appropriate cases when agreed by the Parties or their Representatives, scientists, experts, agencies, or institutions of third countries may be encouraged to participate in particular Cooperative Activities.
3. All areas of science, research and Innovation may be the subject of Cooperative Activity under this Agreement.
4. Areas of Cooperative Activity the Parties shall endeavour to undertake and support include, but are not limited to:
 - (a) cooperation on shared research infrastructure planning and access to that infrastructure, to achieve economies of scale and efficient use of resources to effectively meet the research infrastructure needs of the Parties' respective science, research and Innovation systems;

- (b) cooperation in other regions or on mutually agreed international opportunities in science, research and Innovation to create an offering of scale and depth that is not achievable by either Party alone;
- (c) cooperation on research prioritisation and funding to draw more effectively on expertise offered in Australia and New Zealand to solve shared science-based challenges, and to promote knowledge transfer between the two countries;
- (d) cooperation across the Parties' science, research and Innovation systems on science assessment and research protocols, standards, processes and regulations to share expertise, create complementarity, and consider shared efficiencies;
- (e) exchange of experts, expertise, policy, research and Information to support the transfer of knowledge between the Parties;
- (f) promotion of a trans-Tasman Innovation ecosystem to enhance the attraction of talent, investment and business to Australia and New Zealand;
- (g) enhanced cooperation amongst researchers and organisations from all sectors, including universities, national laboratories, and the private sector, providing comparable opportunities for scientists, engineers, and other appropriate personnel from the other country to engage in research and study in their respective facilities and government-sponsored or government-supported research programmes in basic, applied research and commercialisation areas;
- (h) encouraging and facilitating the development of business and institutional science, research and Innovation links; and
- (i) encouraging and facilitating the development of mutually beneficial science, research and Innovation projects, including collaboration on large-scale projects and major research and development initiatives.

5. Further Cooperative Activity in areas of science, research and Innovation may be mutually determined by Executive Agents.

ARTICLE 6 Forms of Cooperative Activity

1. Cooperative Activity between the Parties, and amongst researchers, institutions and the private sector may take a variety of forms, including, but not limited to:

- (a) Joint Research, task forces, and studies;
- (b) joint policy and investment undertakings in science, research and Innovation;
- (c) business-to-business Innovation activities;
- (d) science, research and Innovation seminars, conferences, symposia, meetings and workshops;
- (e) shared use of research facilities;
- (f) training of scientists, researchers and technical experts;
- (g) visits and exchanges of scientists and researchers, technical personnel, government representatives or other experts in the fields of science, research and Innovation; and
- (h) exchanges of Information and documentation on activities, policies, practices, and laws concerning science, research and Innovation.

ARTICLE 7 Implementing Arrangements

1. Implementing arrangements for Cooperative Activities under this Agreement may be negotiated and concluded between the Parties or their Representatives to establish the specific terms of cooperation. An implementing arrangement may specify the area of cooperation, the agencies involved, the procedures to be followed, including financial arrangements, and other appropriate matters. These arrangements shall take into account applicable laws of the Parties and any other jurisdiction in which the particular Cooperative Activities are to be undertaken.
2. Existing arrangements between the Parties or their Representatives in areas within the scope of this Agreement may be treated as implementing arrangements for the purposes of this Article, subject to a joint decision to that effect by the Parties.

ARTICLE 8 Dissemination of Non-proprietary Information

Science, research and Innovation Information of a non-proprietary nature arising from Cooperative Activities under this Agreement shall be made available, unless it is otherwise jointly decided, to the world's scientific community through customary channels, in accordance with the laws, regulations and procedures of each Party and its participating agency for the particular activity.

ARTICLE 9
Treatment of Intellectual Property

The Parties agree that matters relating to the protection and ownership of Intellectual Property rights which are created and dealt with by Participants under this Agreement shall be the responsibility of, and jointly decided by, the affected Participants.

ARTICLE 10
Funding

1. Cooperative Activities under this Agreement shall be subject to the availability of funds and to the applicable policies and laws of each Party.
2. Each Party shall bear the costs of discharging its own responsibilities under particular projects or programmes. In specific cases the costs shall be borne as jointly decided between the Parties.

ARTICLE 11
Entry of Personnel and Equipment

Each Party shall facilitate entry to and exit from its territory of personnel, material and equipment of the other Party engaged on or used in projects, initiatives and Cooperative Activities under this Agreement, in accordance with its laws.

ARTICLE 12
Other Agreements

This Agreement is without prejudice to cooperation that may be undertaken pursuant to other agreements between the Parties.

ARTICLE 13
Dispute Resolution

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 14
Entry Into Force and Termination

1. This Agreement shall enter into force the first day following the date on which the Parties have notified each other in writing through the diplomatic channel that their domestic requirements for entry into force of the Agreement have

been fulfilled. It may be amended by mutual written agreement between the Parties.

2. This Agreement may be terminated at any time by either Party upon six months' written notice through the diplomatic channel. The termination shall take effect six months after the date of receipt of the notification. Cooperative Activities under this Agreement that have commenced but have not been completed at the date of receipt of the notification will be managed in a manner to be mutually determined by the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at on this day of two thousand and .

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF NEW
ZEALAND

[signature]
[name]
[position]

[signature]
[name]
[position]