

National Interest Analysis [2018] ATNIA 6

with attachment on consultation

**Agreement on Scientific, Technological and Innovation Cooperation between the
Government of Australia and the Government of the Italian Republic**

(Canberra, 22 May 2017)

[2018] ATNIF 21

NATIONAL INTEREST ANALYSIS: CATEGORY 1 TREATY

SUMMARY PAGE

Agreement on Scientific, Technological and Innovation Cooperation between the Government of Australia and the Government of the Italian Republic

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Nature and timing of proposed treaty action

1. The proposed treaty action is to bring into force the *Agreement on Scientific, Technological and Innovation Cooperation between the Government of Australia and the Government of the Italian Republic* (the proposed Agreement).
2. For the proposed Agreement to enter into force, the Parties must notify each other in writing that their domestic requirements for entry into force have been fulfilled (Article XII). The proposed Agreement will enter into force on the date of the latter notification.
3. It is proposed that Australia notify Italy of the completion of Australia's domestic requirements as soon as practicable after the Joint Standing Committee on Treaties has tabled its report.
4. The proposed Agreement replaces the existing *Memorandum of Understanding for Cooperation in Scientific Research and Technology*, signed in Rome in 2013 (MOU).

Overview and national interest summary

5. The purpose of the proposed Agreement is to provide further support for the long-standing science and technology relationship with Italy. Scientific, technological and innovation cooperation between individuals and organisations of both countries contributes to Australia's ability to conduct world leading research and technology development. The commercialisation of such research, in turn, contributes to economic growth, innovation and industrial development for each country.
6. The proposed Agreement serves the national interest by providing a formal framework to support the strong and productive scientific and technological relationship between Australia and Italy. It will also set out principles for the management of collaborative activities, including cost sharing and allocation of benefits.

Reasons for Australia to take the proposed treaty action

7. Italy is an important strategic partner for Australia's international cooperation in science and innovation. Italy has strengths in the physical sciences, particularly astronomy and astrophysics, and is a key partner in the multilateral Square Kilometre Array Project.
8. According to Incites™ and Clarivate Analytics (2018), Italy was Australia's 8th ranked joint publication partner with over 8,000 joint publications during the period 2011-2015. Australia was Italy's 11th (4th non-EU) partner over the same period. These publications had a high academic citation impact on average. The top research fields for joint publications were clinical medicine, physical sciences and astronomy, biological sciences, basic medical research, earth and related environmental sciences.
9. Bringing the proposed Agreement into force will reinforce Australia's commitment to international cooperation in scientific and technological fields. Science and innovation are central to Australia's economic policy in delivering economic growth, productivity and job creation, as reflected in the National Innovation and Science Agenda.
10. The intent of the proposed Agreement is to guide the conduct of the relationship between the two countries. It includes provision for shared responsibility in collaborative activities, and equitable sharing of the costs and benefits associated with collaboration. The proposed Agreement will expand opportunities for collaboration and will be important for enhancing formal links between researchers and organisations from Australia and Italy.
11. To promote collaboration, the proposed Agreement sets out Cooperative Activities (defined in Article 1) which individuals and organisations from Australia and Italy may undertake. Such activities include, but are not limited to, joint research and development programmes, exchanges of scientific and technological information, exchanges of individual researchers, students and other appropriate personnel, conferences, seminars and workshops and other forms of cooperative activities as may be agreed.

Obligations

Cooperation

12. Article II obliges the Parties to strengthen their overall science and technological relationship by promoting cooperation for peaceful purposes between their respective countries. This obligation is to be undertaken in accordance with their respective domestic laws and regulations. Areas of cooperation may include, but are not limited to, activities listed in Article IV.
13. Article VI obliges the Parties to implement the proposed Agreement in accordance with their respective domestic laws and regulations and subject to the availability of funds. The Parties may mutually determine who will bear the costs of the activities in writing.

Sharing of information and Intellectual Property

14. Article VII (1) provides that the Cooperating Organisations (defined in Article 1) are solely responsible for taking all necessary steps to ensure their legal and commercial positions are adequately and effectively protected. This responsibility includes and ensures adequate legal and physical protection for Intellectual Property rights and Confidential Information (Article VII (1)).
15. Article VII (2) obliges the Parties to facilitate the dissemination of non-proprietary information arising from activities under the Agreement to any third party unless otherwise jointly decided. This will be done through the normal policies and procedures of the Cooperating Organisations.
16. Article VIII provides that the protection and ownership of intellectual property rights will be the responsibility of and jointly decided by, the Cooperating Organisations.
17. The treatment of Confidential Information in the proposed Agreements relates to the handling of information by the respective governments as Parties to the proposed Agreement. The amount of confidential information generated and handled by the governments is expected to be minimal. In managing Confidential Information the usual domestic legal instruments, namely contracts between the Cooperating Organisations, will apply. This approach is consistent with how researchers and businesses currently collaborate with international partners.

Personnel and equipment

18. Article IX obliges the Parties to use their best efforts to facilitate the entry into and exit from its territory of scientific and technical personnel, equipment and materials involved in Cooperative Activities under the Agreement in accordance with their respective laws and regulations.

Dispute resolution

19. Article XI obliges the Parties to settle any dispute between them arising out of the interpretation or implementation of the proposed Agreement amicably through consultation or negotiation.

Implementation

20. Australia's obligations under the proposed Agreement can be implemented without new domestic legislation or amendment to existing legislation. Australian practice is already consistent with the provisions of the proposed Agreement.

Costs

21. The proposed Agreement does not commit Australia to any financial outlays. Activities pursuant to the proposed Agreement are subject to the availability of funds (Article VI). It is the responsibility of the Cooperative Organisations to meet the costs of Cooperative Activities (Article VI (2)). No additional costs (including regulatory costs) are expected as a consequence of this proposed treaty action.

Regulation Impact Statement

22. The Office of Best Practice Regulation has been consulted and has advised that a Regulation Impact Statement is not required.

Further treaty action

23. Pursuant to Article XIII, the proposed Agreement may be amended by mutual written agreement between the Parties. Any amendments would be subject to Australia's domestic treaty-making requirements.

Withdrawal or denunciation

24. Article XIV provides that the proposed Agreement may be terminated at any time by either Party providing six months written notice through diplomatic channels. Termination will take effect six months after the date of notification. Activities undertaken by participating agencies that have not been completed at the notification will be managed in a manner to be mutually determined by the Parties, and the terms of these activities may be amended by mutual determination between the Cooperating Organisations.

Contact details

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ATTACHMENT ON CONSULTATION

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CONSULTATION

State/Territory Consultation

1. The State and Territory Governments were consulted on the proposed Agreement through the Commonwealth-State-Territory Standing Committee on Treaties. No comments were received from the State and Territory Governments. No action will be required from the State and Territory Governments to implement the proposed Agreement.