

**AGREEMENT
ON SCIENTIFIC, TECHNOLOGICAL AND INNOVATION COOPERATION
BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE ITALIAN REPUBLIC**

The Government of Australia and the Government of the Italian Republic (hereinafter referred to as “the Parties”);

DESIRING to further promote the close and friendly relations existing between their two countries, and being aware of the rapid expansion of scientific knowledge and of its positive contribution in promoting bilateral and international cooperation;

REFERRING to the Memorandum of Understanding for Co-operation in Scientific Research and Technology between the then Department of Industry, Innovation, Climate Change, Science, Research and Tertiary Education of the Government of Australia and the Ministry of Education, University and Research of the Italian Republic, signed in Rome on 19 April 2013, which provided for promotion and facilitation of mutually beneficial cooperation in science and technology;

DESIRING to make further efforts to strengthen their respective public and private national science research and technological capacities, infrastructures and policies;

RECOGNISING scientific, technological and innovation cooperation as an important condition for development of national economies;

INTENDING to strengthen their economic cooperation through specific and advanced technology applications;

WISHING to establish dynamic and effective international cooperation on research between the full array of scientific organisations and businesses in the two countries; and

AFFIRMING their commitment to further strengthen cooperation in science and technology;

Have agreed as follows:

ARTICLE I

For the purpose of this Agreement:

1. “Background Material” means Material developed outside the scope of this Agreement or before the commencement of this Agreement which is made available by one of the Cooperating Organisations for use in a Cooperative Activity under this Agreement.
2. “Confidential Information” has the same meaning as “Undisclosed Information” in Article 39.2 of Section 7 of Part II of the *Agreement on Trade-Related Aspects of Intellectual Property Rights*, contained in Annex 1C to the *Marrakesh Agreement Establishing the World Trade Organization*, done at Marrakesh on 15 April 1994.
3. “Cooperating Organisation” means any university, research centre or other institution or business or enterprise established within the territory of a Party and which is participating in a Cooperative Activity under this Agreement.
4. “Cooperative Activity” means any activity carried on or supported by the Parties or Cooperating Organisations under this Agreement and pursuant to an Implementing Arrangement.
5. “Foreground Material” means Material created in, or as a direct result of, a Cooperative Activity under this Agreement.
6. “Implementing Arrangement” means a written document that evidences the arrangements for the implementation or operation of a Cooperative Activity under this Agreement between the Cooperating Organisations.
7. “Intellectual Property” shall mean the subject matter listed in Article 2 of the *Convention Establishing the World Intellectual Property Organization*, done at Stockholm, 14 July 1967.
8. “Joint Committee” refers to a group of representatives from each of the Parties established under Article X of this Agreement, which may meet as required alternately in Italy and Australia, or via electronic communication, on dates to be mutually agreed by the Parties.
9. “Materials” includes information, research or other material (whether biological or non-biological) used or created in a Cooperative Activity under this Agreement.

ARTICLE II

1. The Parties shall promote cooperation between them in science and technology to promote economic prosperity for peaceful purposes.
2. In conformity with the laws and regulations of their respective countries, the Parties shall promote cooperation in the fields of science and technology between their respective countries on the basis of equality and mutual advantage.
3. Without prejudice to the generality of the preceding paragraphs, the Parties shall promote, under the framework of this Agreement, scientific and technological cooperation between their respective Cooperating Organisations.

ARTICLE III

1. Where required, and with a view to facilitating scientific and technological cooperation, under the framework of this Agreement, the Parties may encourage and facilitate, where appropriate, the development of joint contacts and cooperation between Cooperating Organisations of their respective countries, and the conclusion of Implementing Arrangements between them for the conduct of Cooperative Activities.

ARTICLE IV

Scientific and technological cooperation under this Agreement may include, but are not limited to, the following:

- (i) formulation and implementation of joint research and development programmes and projects involving both businesses and researchers;
- (ii) exchange of scientific and technological information, including through making information available to third parties, in accordance with Article VII of this Agreement;
- (iii) exchange of government representatives, researchers, scientists, students, business representatives and technical experts

participating in Cooperative Activities as well as other activities under this Agreement;

- (iv) organisation of scientific conferences, seminars and workshops on topics of mutual interest; and
- (v) other forms of cooperation as may be agreed upon by the Parties.

ARTICLE V

Scientists, technical experts, businesses, governmental agencies and institutions of third countries or international organisations may, in appropriate cases, be invited by Cooperating Organisations to participate in Cooperative Activities carried out under this Agreement.

ARTICLE VI

1. The Parties shall implement this Agreement in accordance with the prevailing laws and regulations of the Parties and subject to the availability of funds.
2. Costs for the Cooperative Activities under this Agreement will be borne as may be mutually determined in writing.

ARTICLE VII

1. The Parties agree that it is the sole responsibility of Cooperating Organisations undertaking a Cooperative Activity under this Agreement to take all necessary steps, including obtaining expert professional advice, to ensure that their legal and commercial positions are adequately and effectively protected, and to ensure adequate legal and physical protection for both Background Material and Foreground Material, including related Intellectual Property rights and Confidential Information.
2. The Parties shall endeavour to facilitate the dissemination of scientific and technological information of a non-proprietary nature derived from Cooperative Activities under this Agreement, unless otherwise jointly decided by the Cooperating Organisations in accordance with Implementing Arrangements established in accordance with Article III, to

any third party in accordance with the normal policies and procedures of the Cooperating Organisations.

3. This Agreement does not infringe upon the rights and obligations resulting from the international agreements– including any regional agreement– to which one or both Parties are party to, including, in particular with regard to the Italian Republic, the obligations arising from its membership to the European Union.
4. Nothing in this Agreement will be construed to prejudice other agreements for cooperation between the Parties, existing at the date of signature of this Agreement or concluded thereafter.
5. The termination or expiration of this Agreement shall not affect the rights and obligations under any Implementing Arrangement concluded prior to the date of termination or expiration of this Agreement.

ARTICLE VIII

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

ARTICLE IX

1. Each Party shall use its best efforts to facilitate, consistent with its applicable laws and regulations, the entry into and exit from its territory of scientific and technical personnel involved in Cooperative Activities under this Agreement.
2. Each Party shall use its best efforts to facilitate, consistent with its applicable laws and regulations, the entry into and exit from its territory of equipment and Materials to be utilised in Cooperative Activities under this Agreement.

ARTICLE X

1. For the purpose of ensuring the effective implementation of this Agreement, officials from the Parties may meet on a needs basis to discuss mutual issues such as:

- (i) exchanging information and views on science, research and innovation policy issues;
 - (ii) reviewing and discussing Cooperative Activities and accomplishments under this Agreement; and
 - (iii) providing advice to the Parties with regard to the implementation of this Agreement.
2. The Parties may mutually determine, by exchange of letters, to establish a Joint Committee, to discuss the issues described in Article X.1. The Joint Committee will meet at times as mutually determined between the Parties.
3. The Joint Committee may decide to support Cooperative Activities and research projects under this Agreement, subject to available funds.

ARTICLE XI

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 XII

Each Party shall notify the other Party, in writing, through diplomatic channels, of the completion of its internal procedures required for bringing this Agreement into force. This Agreement shall enter into force on the date of the latter notification.

ARTICLE XIII

This Agreement may be amended by mutual written agreement of the Parties. Such amendments shall enter into force in accordance with the procedure set out in Article XII.

ARTICLE XIV

1. This Agreement shall remain in force indefinitely unless terminated by either Party giving the other Party at least six months written notice through diplomatic channels of its intention to terminate the Agreement.

The termination shall take effect six months after the date of the notification, or on such other later date as provided for in the notification.

2. Cooperative Activities under this Agreement which have commenced but are not completed at the date of the notification shall be managed in a manner to be mutually decided by the Parties and may be amended by mutual determination between the Cooperating Organisations.

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

DONE at Canberra on this 22nd day of May two thousand and seventeen in duplicate in the English and Italian languages, all texts being equally authentic.

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF THE
ITALIAN REPUBLIC

Senator the Hon Arthur Sinodinos AO
Minister for Industry, Innovation and
Science

His Excellency Mr Pier Francesco Zazo
Ambassador Extraordinary and
Plenipotentiary