

# **AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL FOR COOPERATION ON SCIENCE, TECHNOLOGY AND INNOVATION**

The Government of Australia

and

the Government of the Federative Republic of Brazil  
(hereinafter jointly referred to as “Parties” and in the singular as a “Party”);

Affirming their commitment to strengthen cooperation between the Parties, particularly in the field of science, technology and innovation, as a means of promoting and further developing the existing friendly relations between the two countries;

Recognising that the enhancement of cooperation on science, technology and innovation shall be of mutual benefit to both Parties and shall constitute a powerful tool in the improvement of their socio-economic standards of life and in the promotion of social equity;

Desirous to create a productive partnership and a conducive environment to foster innovation in order to take advantage of the rapid expansion of scientific knowledge and of its positive impact as a transformative force to bolster economic growth.

Hereby agree as follows:

## **ARTICLE 1** Definitions

For the purpose of this Agreement:

- 1) “Confidential Information” means information which:
  - a. is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
  - b. has commercial value because it is secret; and
  - c. has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

- 2) “Cooperative Activity” means any activity carried on or supported by the Parties or Cooperating Entities under this Agreement.
- 3) “Cooperating Entities” means any government agencies, universities, public and private research institutions, industry, enterprises and other research and development organisations participating in a Cooperative Activity under this Agreement.
- 4) “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 Entities.
- 5) “Intellectual Property” refers to all categories of intellectual property that are the subject of Sections 1 through 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.
- 6) “Memorandum of Understanding on Intellectual Property” refers to the arrangement between the Parties and will outline the protection and use of Intellectual Property by the Parties and Cooperation Entities.

## **ARTICLE 2**

### Objectives and Principles

- 1) The Parties shall promote and facilitate the development of cooperation in the field of science, technology and innovation in areas of mutual interest.
- 2) Subject to the domestic laws and regulations of each country, the Parties shall conduct their science, technology and innovation relationship on the basis of the following principles:
  - a. mutual benefit based on an overall balance of advantages;
  - b. comparable access to the activities of research and technological development jointly undertaken by each Party;
  - c. comparable access to and exchange of information in the field of scientific and technological research and development; and
  - d. adequate and effective protection of any Intellectual Property.

## **ARTICLE 3**

### Modalities of Cooperation

Subject to the domestic laws and regulations of each country, cooperation between the Parties in the field of science, technology and innovation may include the:

- a. development of scientific and technological joint research programmes, work plans and projects including the provision of research materials and equipment, as considered jointly necessary by the Parties;
- b. exchange of students, scientists, research workers, specialists and scholars;
- c. exchange of scientific and technological information by electronic and other means;
- d. organisation of scientific and technological seminars, conferences and workshops in areas of mutual interest;
- e. joint identification of scientific, technological and innovation problems and application of knowledge resulting therefrom; and
- f. other modalities of cooperation on science, technology and innovation, as mutually agreed by the Parties.

#### **ARTICLE 4**

##### Competent Authorities

- 1) The Government of the Federative Republic of Brazil designates the Ministry of Science, Technology, Innovations and Communications and the Government of Australia designates the Department of Industry, Innovation and Science as their respective Competent Authorities responsible for the coordination and implementation of this Agreement.
- 2) Either Party may change the designation of their respective Competent Authorities by notification in writing to the other Party.

#### **ARTICLE 5**

##### Areas of Cooperation

- 1) All areas of science, technology and innovation may be supported under this Agreement, excluding defence-related science, technology and innovation activities.
- 2) The Parties may define, by mutual consent, priority areas for cooperation under this Agreement.

#### **ARTICLE 6**

##### Joint Committee for Cooperation on Science, Technology and Innovation

- 1) To facilitate the implementation of this Agreement, the Competent Authorities referred to in Article 4 shall designate a Joint Committee, which shall meet as required alternately in Brazil and in Australia, on dates to be agreed upon through diplomatic channels.

- 2) The Joint Committee shall be co-chaired by designated representatives from each Party, and its members shall be appointed by the respective Parties.
- 3) The functions of the Joint Committee shall be to:
  - a. analyse and evaluate main issues related to the implementation of this Agreement;
  - b. examine and evaluate the progress of Cooperative Activities under this Agreement;
  - c. identify new fields of cooperation, whenever necessary, on the basis of information delivered by institutions of each country and national policies in science, technology and innovation;
  - d. develop a Memorandum of Understanding on Intellectual Property for the protection and use of Intellectual Property; and
  - e. carry out any other functions jointly decided by the Parties.
- 4) The Joint Committee shall constitute, whenever necessary, working groups in specific areas of cooperation, as well as appoint experts to examine specific matters.
- 5) Urgent decisions related to these functions, which are deemed necessary in periods between Joint Committee meetings, shall be made in consultation between the Parties, through the diplomatic channels.

## **ARTICLE 7**

### **Implementing Arrangements**

- 1) A Cooperating Entity of one Party shall jointly negotiate and conclude with a Cooperating Entity of the other Party any arrangements for the effective implementation or operation of Cooperative Activities under this Agreement as they deem necessary. Such arrangements shall be constituted by, or evidenced in, an Implementing Arrangement.
- 2) Implementing Arrangements shall contain the area of cooperation, the participants involved, and procedures to be followed including financial arrangements, provisions for Intellectual Property, the handling of Confidential Information, agreed periods for cooperation, the use of results from joint research and development projects and other relevant matters.
- 3) Implementing Arrangements shall be agreed upon in accordance with the applicable domestic laws and regulations of the jurisdiction where the particular Cooperative Activity is to be undertaken.

4) Provisions for the use and protection of Intellectual Property and Confidential Information within Implementing Arrangements shall be consistent with the Memorandum of Understanding on Intellectual Property.

#### **ARTICLE 8**

##### Equipment and Apparatus

Each Party, subject to its international obligations and domestic laws and regulations, including immigration formalities governing entry to and employment in its territory, shall facilitate entry to and exit from its territory of personnel working on, or materials or equipment necessary for the implementation of the other Party used in Cooperative Activities under this Agreement.

#### **ARTICLE 9**

##### Third Parties and the Exchange of Information

1) No Party shall disclose information obtained by it or its personnel under this Agreement to any third party without the specific consent of the other Party.

2) Scientists, research workers, technical experts, scholars and institutions of third countries or international organisations may be invited, upon consent of the Cooperating Entities, to participate in Cooperative Activities being carried out under this Agreement.

3) The cost of such participation shall be borne by the third party, unless the Parties mutually decide otherwise in writing.

4) Unless otherwise stipulated in Implementing Arrangements, the scientific and technological communities of both countries shall have access to non-proprietary information resulting from Cooperative Activities under this Agreement.

5) Subject to its domestic laws and regulations, and any Implementing Arrangements, each Party shall be entitled to a non-exclusive, irrevocable, royalty-free, world-wide license to adapt, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall attribute the names of the authors of the work unless an author explicitly declines to be named.

#### **ARTICLE 10**

##### Financial Matters

1) Cooperative Activities under this Agreement shall be subject to the availability of funds and to the applicable policies, laws and regulations of each Party.

2) Travel expenses, including costs of accommodation, living expenses and local transportation for assigned personnel shall be borne by the sending Party or Cooperating Entity.

3) Other expenses relating to cooperation between the Cooperating Entities shall be borne according to the terms mutually determined, in writing, between the Cooperating Entities.

**ARTICLE 11**  
Medical Matters

1) Unless otherwise provided in Implementing Arrangements, the Cooperating Entity shall ensure that all personnel visiting the other country within the ambit of this Agreement have the necessary resources, or that appropriate mechanisms are in place, to cover all expenses in the event of sudden illness or injury.

2) To give effect to this Article, visiting personnel shall be advised to take out medical insurance in their country of origin for the duration of their stay in the country of the other Party.

**ARTICLE 12**  
Assistance and Facilities

Each Party, subject to its domestic laws and regulations, shall provide citizens of the other Party who stay in its territory assistance for the fulfilment of tasks entrusted to them in accordance with the provisions of this Agreement and its Implementing Arrangements.

**ARTICLE 13**  
Amendment of Agreement

1) This Agreement may be amended by mutual consent of the Parties. Any such amendment shall be made in writing.

2) An amendment agreed to by the Parties shall enter into force once the Parties have notified each other through diplomatic channels that their respective domestic requirements for entry into force of the amendment have been completed. The amendment shall enter into force on the latter date of these two notifications.

**ARTICLE 14**  
Entry into Force, Termination and Dispute Settlement

1) This Agreement shall enter into force once the Parties have notified each other through diplomatic channels that their respective domestic requirements for entry into force

have been completed. This Agreement shall enter into force on the latter date of these two notifications.

2) A Party may terminate this Agreement by giving written notice to the other Party through the diplomatic channel. This Agreement shall cease to be in force six (6) months after the date of receipt of such notice.

3) The termination of this Agreement shall not affect the validity or duration of any Implementing Arrangements, or Cooperative Activities, which are still being carried out, unless the Parties or Cooperating Entities agree otherwise.

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

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed and sealed this Agreement in duplicate in the Portuguese and English languages, both texts being equally authentic.

Done at Canberra on the 7<sup>th</sup> of September 2017.

FOR THE GOVERNMENT OF  
AUSTRALIA

FOR THE GOVERNMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL

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