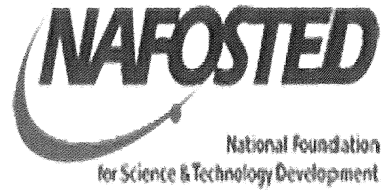




Australian Government

National Health and Medical Research Council



MEMORANDUM OF UNDERSTANDING ON GENERAL COOPERATION

BETWEEN

**THE NATIONAL FOUNDATION FOR SCIENCE AND TECHNOLOGY
DEVELOPMENT OF VIETNAM**

AND

**THE NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL
OF AUSTRALIA**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is made on the 15 December, 2015

BETWEEN

The **NATIONAL FOUNDATION FOR SCIENCE AND TECHNOLOGY DEVELOPMENT OF VIETNAM (“NAFOSTED”)**, as a national agency, having its office at 39 Tran Hung Dao Street, Hanoi, Vietnam.

AND

The Commonwealth of Australia as represented by and acting through the **NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL (“NHMRC”)**, having its office at 16 Marcus Clarke Street, Canberra, ACT 2601 Australia.

(each a “Party” and collectively “the Parties”)

INTRODUCTION:

1. The Parties desire to promote and encourage research and development activities amongst researchers from Vietnam and Australia, to increase the ability of these researchers to establish collaborations with each other, and to support participation in collaborative research programmes in the areas of health and medical research.
2. It is envisaged that the desired collaborations will be facilitated through the joint organization of symposia by the Parties (“Symposia”) and through the establishment of an NAFOSTED-NHMRC joint call for research grants (“Grant”).
3. This Memorandum of Understanding (“MOU”) sets out the Parties' understanding in respect of their collaboration in the organization of the Symposia, participation in multilateral fora such as e-ASIA and where necessary the establishment and administration of the Grant.

ARTICLE I – SYMPOSIA

1. The Parties intend to jointly organise two Symposia for the purposes of facilitating research collaborations between researchers from Vietnam and Australia.
2. It is envisaged that the first symposium will be held in Vietnam in 2016 and parties shall, prior to the grant call, mutually agree on the specific topics to be discussed at the symposium.
3. The second symposium will be held in Australia in 2018 timed to coincide with the end of the project funding. The second symposium will focus on sharing of research outcomes of the funded projects.

4. The arrangements relating to the specific roles and responsibilities of the Parties and the other arrangements in relation to the Symposia shall include the following:

i. Each Party will support the attendance of their national health and medical researchers to attend the Symposium.

ii. The Party that is hosting the Symposium shall bear the costs of the venue hire and secretariat support. The Party that is sending their national researchers to attend the Symposium shall bear the costs of airfares and accommodation of their researchers in a manner consistent with the Party's rules and procedures.

Arrangements to implement and execute all these activities shall be agreed to by the Parties prior to commencement of the activity.

ARTICLE II – GRANT

MULTILATERAL

1. The Parties desire in the first instance to support multilateral fora, such as the e-ASIA Joint Research Program Multilateral Co-Funds in Health Research.

2. In the case of NHMRC, NHMRC's Research Committee and Council will be consulted prior to participating in multilateral fora funding calls.

3. Administration of the grant via multilateral fora will require adherence to each respective funding organisation's policies and procedures in addition to the policies and procedures of the multilateral fora.

BILATERAL

4. In the event that a multilateral forum is not possible the Parties may support joint projects via a Grant Call in the general areas of tropical diseases, cancer, obesity, diabetes, dementia and emerging health threats.

5. In such a case topics will be considered by NHMRC's Research Committee and Council prior to being adopted for use.

6. The Grant Call shall be open to Vietnamese universities or research institutes that can administer NAFOSTED funding ("Vietnam Institutes") and institutions within Australia that can administer NHMRC funding ("Australian Administering Institutions") to conduct collaborative research projects ("Joint Projects"). Each Joint Project must consist of research conducted jointly by at least one principal investigator from each of Vietnam and Australia.

7. The Parties shall agree on the timelines and specific arrangements for the Grant Call, and for the approval, announcement and commencement of the Joint Projects.

8. It is envisaged that:

- i. The grant call shall take place after the completion of the first symposium.
- ii. Parties shall mutually agree on the topics of interest and joint guidelines prior to the grant call.

9. NAFOSTED and NHMRC will offer their assistance in identifying relevant partners. The principal mechanism for delivery of this assistance will be the first of the Scientific Symposia (refer Article I – Symposia).

10. Grants shall be jointly administered by NAFOSTED and NHMRC. Grants shall be disbursed in accordance with the recommendations of the Joint Panel (as defined below). In the case of NHMRC, recommendations for the funding of research grants are subject to approval from the Australian Government Minister for Health.

11. The parties shall jointly support agreed Joint projects for up to three (3) years, with each Party providing financial support for its own researchers, according to its internal policies. It is envisaged that each Party shall provide a maximum of up to \$1,000,000 AUD per year to support Joint Projects selected through the Grant Call.

12. NAFOSTED and NHMRC shall manage their grant monies, in accordance with the individual agency's policies and guidelines.

13. NAFOSTED will provide financial support to its funded researchers from Vietnam in accordance with its funding policies and grant terms and conditions, including terms and conditions relating to rights in intellectual property arising out of the funded research. NHMRC will provide financial support to its funded researchers in accordance with its funding policies and grant terms and conditions, including terms and conditions relating to rights in intellectual property arising out of the funded research.

14. The institutions which receive the Grant Funds shall put into place research collaboration agreements for each Joint Project which include provisions on ownership of intellectual property rights and commercialisation.

15. This MOU recognizes the accountability of the Parties for the management of their own assets and resources, and the internal delegation of authorities and responsibilities within the Parties.

16. Each Party will be responsible for their respective incidental administrative costs incurred under this MOU as well as costs relating to the monitoring of recipient use of these funds, as deemed necessary.

17. Neither Party shall be liable to disburse any part of the Grant Funds until valid and definitive implementation agreements have been executed between the relevant Vietnam Institutes and Australian Administering Institutions.

18. Neither Party is an agent, representative, trustee, employee or partner of the other by virtue of this MOU and must not represent itself as such in any circumstances.

ARTICLE III – JOINT PANEL

1. For the purposes of implementing this MOU, the Parties shall establish a Joint Panel comprising up to six (6) members, with equal representation from each Party. The Joint Panel shall include senior administrative members.

2. The Joint Panel shall meet once a year, or as and when necessary in Vietnam or Australia to hold discussions relating to the administration of the Grant. Wherever possible, meetings should be conducted via teleconference or videoconference. Each Party shall bear its own costs incurred in attending or hosting the meetings.

3. The Joint Panel shall be responsible for advancing the identified areas of cooperation by monitoring progress, coordinating implementation and acting as the contact points for activities arising from this MOU. The Joint Panel shall establish its own procedures for its meetings and decision making, compatible with the Parties' respective rules and regulations.

4. The Joint Panel shall consult in person or in writing whenever necessary to review the activities undertaken pursuant to this MOU and to identify new activities that may be undertaken for the mutual benefit of both Parties. In accordance with the Parties governance arrangements, technical expertise (including peer review committees) from each country or from other countries which are relevant to the fields of research or collaboration projects contemplated under this MOU may be contracted to provide technical advice to the Joint Panel.

5. It is agreed that the selection of projects to be funded by the Grant shall also be subject to international peer review (see Attachment).

ARTICLE IV – EXCHANGING OF BEST PRACTICES

1. As the NAFOSTED and NHMRC have similar functions in providing grants to research institutions of their respective countries, it is envisaged that the NAFOSTED and NHMRC may benefit from sharing of best practices in areas such as (but not limited to): intellectual property management and commercialisation, grant policies and grant review systems with each other, and will share such information as and when possible.

2. The Parties will assist each other in general peer review processes by identifying experts to assist in the other countries grant review system.

3. The Parties will explore mechanisms to support short-term placements of researchers in Vietnam and Australia. When a Party sends its researchers to the other Party, the sending Party shall bear the airfare and accommodation expenses of its researchers.

ARTICLE V – PUBLICITY, DISCLOSURE AND CONFIDENTIALITY

1. Each Party will obtain the prior written agreement of the other Party before releasing any information to the media or making any public announcement about this MOU, and before using the names and logos of the other Party in any communication intended for the public domain – written, verbal or electronic. Both Parties shall be notified in writing of announcements or other communications relating to this MOU or any Grant issued under this MOU no less than five (5) working days in advance. The Parties agree to issue joint press releases in respect of awards made under any Grant call issued pursuant to this MOU.

2. Application and peer review documentation together with meeting papers will be provided, in confidence, for the purposes of joint decision making.

3. Neither Party may, without the prior written consent of the other Party, disclose any of the other Party's Confidential Information (which means written information the disclosing Party advises the receiving Party is confidential to the disclosing Party) and, except to the extent that Confidential Information:

- i. is disclosed to its personnel or its advisers in order to comply with obligations, or to exercise rights, under this MOU;
- ii. is disclosed to the responsible funding agency, Minister or Parliament or a Parliamentary Committee;
- iii. is authorised or required by law to be disclosed;
- iv. is in the public domain otherwise than due to a breach of this clause; or
- v. can be established by tangible evidence was independently developed by the receiving Party without use, directly or indirectly, of the confidential information.

4. The obligations of confidentiality herein shall continue to apply for a period of three (3) years from the date of submission of any proposal not subsequently funded or for a period of three (3) years from the date of termination of any project funded under the applicable Grant issued pursuant to this MOU.

5. (a) Both Parties acknowledge that to maintain public accountability, NHMRC and NAFOSTED may publish or release into the public domain details of funded awards. Information that might be released includes:

- i. The names of all investigators;
- ii. The title of the research project/award;
- iii. The institution at which the award will be held and administered;

- iv. The dates associated with the award;
- v. The funding provided by the NHMRC and NAFOSTED;
- vi. A description of the subject or study or research (e.g. project summary/abstract); and
- vii. Lay summary.

(b) The NHMRC and NAFOSTED may also provide details of the awards and award holders to other organizations and allow information to be incorporated into their publicly available databases and websites.

(c) Each Party will not release this information to third parties except where the information is:

- i. Required as part of the legitimate purposes of that Party as set out in its charter, legislation, constitutional or other document or instrument governing that Party;
- ii. Already in the public domain, or gets into the public domain through no fault of the disclosing Party;
- iii. Provided to the disclosing Party from any third Party who had a lawful right to disclose it to the disclosing Party and who did not require the disclosing Party to hold it in confidence;
- iv. Already rightfully in the possession of the disclosing Party and not confidential at the time of its receipt or is referred to above as to be made publicly available; or
- v. Required by law in either country.

ARTICLE VI – TERM AND NATURE OF MOU

1. This MOU shall come into effect on the date first above written, and shall carry on in force for a period of three (3) years, with the option of an extension by three (3) years if agreed by both Parties.

2. This MOU may thereafter be extended or modified on terms and conditions to be discussed and agreed in writing and signed by each Party's duly authorised representative.

3. This MOU may be terminated by either Party without assigning any reason by giving the other Party three (3) months' prior written notice.

4. The termination of this MOU shall not affect the completion of programmes and projects the subject of and initiated under it and not fully executed at the time of the termination of this MOU.

5. Cooperation under this MOU shall at all times be subject to the applicable national laws and regulations of the Parties, the regulations of international organisations that the Parties are members of, as well as to the availability of personnel and appropriate financial resources.

6. Nothing in this MOU shall affect the rights and obligations of the Parties arising from their other bilateral and multilateral agreements.

7. This MOU is a non-binding statement of intent only and is neither intended to be nor should it be construed as a legally binding arrangement. It is not intended that legal rights or obligations shall be created by the execution of this MOU by the Parties. However, the Parties agree to enter into this MOU in good faith and with the intention of fulfilling all the obligations set out in it.

8. Any differences or disputes concerning the interpretation or application of this MOU shall be settled by consultation and amicable discussion between the Parties, failing which such difference or dispute shall be referred to the Chief Executive Officer of NHMRC and the Chief Executive Officer of the NAFOSTED.

9. Each Party is responsible for their own personnel's wages, salaries and other entitlements and must comply with all statutory and employment requirements.

10. If either Party has a conflict of interest in connection with its activities that are required to carry out this MOU, it will notify the other Party immediately in writing:

- i. make full disclosure of all relevant information relating to the conflict; and
- ii. take such steps as the other Party reasonably requires to resolve or otherwise deal with the conflict.

IN WITNESS WHEREOF, the Parties have set their hands on the date first written above.

EXECUTED in two original English copies.



Anne Kelso

Dr Pham Dinh Nguyen
Deputy Director
**FOR THE
NATIONAL FOUNDATION FOR
SCIENCE AND TECHNOLOGY
DEVELOPMENT, VIETNAM**

Professor Anne Kelso AO
Chief Executive Officer
**FOR THE
NATIONAL HEALTH AND
MEDICAL RESEARCH COUNCIL,
AUSTRALIA**

Dated: 15th December 2015

Dated: 15th December 2015

Place: CANBERRA

Place: CANBERRA

Witness: *[Signature]*
(signature)

Witness: *[Signature]*
(signature)

PROF. DANA DUC ANH
(printed name)

ANTHONY KINGDON
(printed name)

ATTACHMENT
Assessment Process for NAFOSTED/NHMRC Joint Grant Call

