



MANITOBA, CANADA



SOUTH AUSTRALIA, AUSTRALIA

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE GOVERNMENT OF
MANITOBA, CANADA
AND
THE GOVERNMENT OF
SOUTH AUSTRALIA, AUSTRALIA

hereinafter referred to singularly as the "Participant" and collectively as the "Participants"

RECOGNISING the need to promote and strengthen the friendly relations existing between the two Governments;

ENCOURAGING interactions and collaboration between their representatives;

DESIRING to promote co-operation on the basis of reciprocity and mutual benefit for both Governments;

HAVE DECIDED AS FOLLOWS:

PARAGRAPH I • OBJECTIVES

The Participants will, subject to the terms of this Memorandum of Understanding and the treaties, laws, regulations, procedures and policies from time to time in force in the respective countries, provide the framework for co-operation in the form of this Memorandum of Understanding on the basis of equality and mutual benefit. Such co-operation and collaboration will be implemented through Plans of Action as may be mutually approved by the Participants.

PARAGRAPH II • AREAS OF CO-OPERATION

1. The Participants will, subject to the treaties, national and state laws, regulations, procedures and policies, from time to time in force governing the subject matter in their respective countries, endeavour to take necessary steps to encourage, facilitate and promote co-operation.
2. For the duration of this Memorandum of Understanding, the Participants will co-operate in the following areas:
 - (a) Public Administration and Governance;
 - (b) Industry, Trade and Tourism;
 - (c) Education and Training;
 - (d) Energy, Science and Technology;
 - (e) Environment and Sustainability; and
 - (f) Social Inclusion.
3. Within these broad categories, the Participants will, initially, focus their co-operative activities under this Memorandum of Understanding in the specific areas of:
 - a) Bio-energy Development Initiatives;
 - b) Energy Efficiency Programs and Strategies;
 - c) Climate Change Initiatives;
 - d) Biotechnology Business Development; and
 - e) Healthy Child Development.

PARAGRAPH III • IMPLEMENTATION

1. The implementation of the areas of co-operation as specified under this Memorandum of Understanding will commence upon the signing of this Memorandum of Understanding.
2. The implementation of the areas of co-operation as specified in this Memorandum of Understanding will be guided by, and be in accordance with, the Plans of Action to be mutually approved by the Participants. The Plans of Action will specify the programs and activities jointly devised in the areas of co-operation that are to be implemented in each jurisdiction. Each Participant will be responsible for co-ordinating and implementing Plans of Action in its own jurisdiction.
3. The Participants may establish secondary specific agreements (hereinafter referred to as “subsidiary agreements”) that are to be mutually approved for the purposes of implementing joint programs and/or activities to be undertaken pursuant to the provisions of this Memorandum of Understanding or to provisions contained in Plans of Action. Such subsidiary agreements may, inter alia, define the relevant modalities regarding the programs and/or activities concerned.



PARAGRAPH IV • FINANCIAL ARRANGEMENT

The financial arrangements to cover the expenses for the areas of co-operation undertaken with the framework of this Memorandum of Understanding will be mutually approved by the respective Participants on a case-by-case basis subject to the availability of funds.

PARAGRAPH V • PARTICIPATION OF THIRD PARTIES

1. Any Participant may invite the participation of a third party in the joint program and/or activities being carried out under this Memorandum of Understanding upon obtaining the written acceptance of the other Participant.
2. Notwithstanding anything in point 1 above, the Participants will ensure that a third party participating in the joint programs and/or activities will comply with the terms and provisions that will be approved by the Participants to be applicable to the third party.

PARAGRAPH VI • CONFIDENTIALITY

1. The Participants will undertake to observe any confidentiality or secrecy of documents, information and any other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any Plan of Action concluded or entered into pursuant to this Memorandum of Understanding.
2. Both Participants accept that the provisions of this Paragraph will continue to apply notwithstanding the termination of this Memorandum of Understanding.

PARAGRAPH VII • REVISION, MODIFICATION AND AMENDMENTS

Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding. Any revision, modification or amendment approved by the Participants will be recorded in writing and will form part of this Memorandum of Understanding. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

PARAGRAPH VIII • SETTLEMENT OF DISPUTES

Any differences or disputes between the Participants arising out of the interpretation, implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Participants, without reference to any third party or international tribunal.

PARAGRAPH IX • SHARING OF RESEARCH FINDINGS

Subject to Paragraph X, research results and technological development relating to the areas of co-operation as specified in any Plans of Action referred to under this Memorandum of Understanding and the benefits arising from them will be shared between the Participants in a fair and equitable way in accordance with the terms to be approved by the Participants.

PARAGRAPH X • PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of the intellectual property rights will be enforced in conformity with the respective state and national laws, rules and regulations of the Participants and with other international agreements signed by both Participants.



2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior approval of the other Participant.
3. Notwithstanding anything in Paragraph IX or in this Paragraph, the intellectual property rights in respect of any technological development, products and services development, and/or research results that have been developed or obtained:
 - i. Jointly by the Participants, will be jointly owned by the Participants to the extent of their activity and effort and in accordance with the terms to be mutually approved; or
 - ii. Solely and separately by a Participant, will be solely owned by the Participant concerned.
4. Each Participant may transfer or assign its title or interest, in whole or in part, in the intellectual property rights covered by this Memorandum of Understanding to the other Participant. Such transfer or assignment must be in writing and will be effective only upon the written acceptance of the other Participant.

PARAGRAPH XI • SUSPENSION

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension will take effect immediately after notification has been given to the other Participant.

PARAGRAPH XII • ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of its signing and will remain in effect for five years. Thereafter, it will be automatically extended for further five-year terms with the written approval of both Participants.
2. Notwithstanding anything in this Paragraph, either Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by at least three (3) months notice.
3. The termination of the Memorandum of Understanding will not affect the implementation of ongoing activities and/or programs which have been approved by the Participants prior to the date of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding

In Chicago, Illinois on this 9th day of April in the year 2006 in two (2) original texts, each being equally valid.

FOR THE GOVERNMENT
OF MANITOBA

FOR THE GOVERNMENT
OF SOUTH AUSTRALIA

Honourable Gary Doer
Premier of Manitoba

Honourable Mike Rann
Premier of South Australia