



Australian Government
Australian Centre for
International Agricultural Research

MEMORANDUM OF SUBSIDIARY ARRANGEMENT

PROJECT NO. FIS/2001/058

**SUSTAINABLE TROPICAL SPINY LOBSTER
AQUACULTURE IN VIETNAM AND AUSTRALIA**

THE SOCIALIST REPUBLIC OF VIETNAM



Partners in Agricultural Research

Dịch vụ
 Thẻ tín dụng (Credit Card)
 Thẻ thanh toán trực tuyến (Online Banking)
 Chuyển tiền tự động (Auto-Debit)
 Thẻ chi tiêu (Debit Card, Master Card, Chai Card...)
 Bảo hiểm (Insurance)
 Các dịch vụ khác (Other Information...)

Tài khoản của bạn (Your Account)

In trang này Trang trước Đổi mật khẩu Thoát

Ngày giao dịch	Số chứng từ	+/-	Số tiền	Mô tả
25/08/05	DD4400.5013	+	25.72	
26/08/05	0584.3058	+	3,800.00	//Ref:0052500237JO{//} VAL:050825USD3800,/Tlx:210508252126/Pmnt:PAYMENT (OBMO N3UN ECONOMIC SOCIAL COMMISSION FORASI/ (UNESCAP)BANGKOK THAILAND 10200-/F.O:/006137000 OCEANOGRAPHY01 CAU DA STREET, NHA
26/08/05	0584.3059	-	5.50	Phi CT den cua bao co so:0584.3058 ngay 26/08/2005, VCB:5USD,VAT:0.5USD
05/09/05	4834.3344	+	13,169.63	//Ref:5201243559320001{//} VAL:050901AUD17287,/33B:AUD17287,/Tlx:2105090118: FOBSTER PROJECTCSIRO MARINE AND ATMOSPHERICRESEARCH/71A:SHA/B.O:CSIROLIMESTON ACT 2062AUSTRALIA/F.O:/006.1.37.0006278VIEN HAI DI
05/09/05	4834.3345	-	14.49	Phi CT den cua bao co so:4834.3344 ngay 05/09/2005, VCB:13.17USD,VAT:1.32USD

Thoát

- Từ ngày: 06/08/2005 đến ngày 06/09/2005

Trang trước

For the GOA: The Australian Centre for International Agricultural Research (ACIAR)

3. IMPLEMENTING AGENCIES

- (a) ACIAR nominates CSIRO, through its Division of Marine Research (CSIRO) as the Implementing Agency to provide Australia's inputs to the Project; and
- (b) MOET, MOFI and VAST nominate the University of Fisheries (UoF), the Research Institute for Aquaculture No. 3 (RIA3) and Institute of Oceanography (IO) as the Implementing Agencies to provide Vietnam's inputs to the Project.
- (c) This Memorandum and its Annex outline the responsibilities and contributions of CSIRO and UoF, RIA3 and IO respectively in regard to the Project. The signatures at Annex I to this Memorandum by representatives of CSIRO and UoF, RIA3 and IO will constitute their acceptance of their respective responsibilities and contributions to the project.

4. DEFINITIONS

For the purposes of this Memorandum:

- (a) "Australian Implementing Agency" means the agency of the Government of Australia directly responsible for implementation of a project arranged under this Memorandum; and
- (b) "Intellectual property" means all copyrights, patents, registered and unregistered trademarks, registered in the national legislation of any other sovereign state, including protection conferred upon circuit layout of semi-conductor chips or similar technology, and all other intellectual property as defined by Article 2 of the "Convention Establishing the World Intellectual Property Organisation of 14 July 1967".

5. PROJECT DETAILS

The description, objectives and budget of the Project are further detailed in Annex I to this Memorandum.

6. MANAGEMENT

Management of the development and direction of the Project will be vested in a Project Coordinating Committee (PCC). The membership of the PCC will include members appointed by the Designated Cooperating Agencies and the Implementing Agencies. The PCC will meet at mutually agreed times and locations. Functions of the PCC will include:

- (a) Coordination of policy for the implementation of the Project;

- (b) Recommendation of any appropriate changes in the Project including budget and future development;
- (c) Coordination and disposition of Project personnel equipment and supplies; and
- (d) Review and report on progress of the Project.

7. MONITORING AND EVALUATION

Monitoring and evaluation of the Project will be undertaken by the Designated Cooperating Agencies on a mutually arranged basis. Such evaluations will be undertaken by a joint investigation team appointed by the Designated Cooperating Agencies and independent of staff of the Implementing Agencies.

8. CONTRIBUTIONS

- (a) Contributions from the Government of Australia to be sent to Vietnam will be A\$292,119. A further A\$73,420 will be spent in Australia on behalf of the Vietnam program. These contributions are as further described in Annex I to this Memorandum. Disbursement of the contributions of the Government of Australia will be subject to the normal annual Parliamentary approval of appropriations.
- (b) Contributions from the Government of the Socialist Republic of Vietnam will be A\$217,955, as further described in Annex I to this Memorandum.

9. FACILITATION

The GOTSROV will provide personnel and facilities necessary to enable Project Personnel to efficiently and economically carry out the Project Activities and without limiting the generality of this paragraph such contribution will include:

- (a) access to UoF, RIA3 and IO facilities, documentation and personnel;
- (b) provision of appropriate offices and work facilities; and
- (c) all necessary approvals and authorities for carrying out Project Activities.

10. PERSONNEL

Clause 17 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam will apply to personnel.

11. SUPPLIES

- (a) Clause 13 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam will apply to the project supplies.
- (b) Project supplies will be available for the unrestricted use of this Project and shall not be withdrawn from that use without the consent of the Australian Designated Cooperating Agency.
- (c) Project supplies that, at the completion of the Project, remain in the Socialist Republic of Vietnam will be identified as such by mutual arrangement between the Implementing Agencies. Those items identified for repatriation will not be subject to duties, taxes or levies upon export.

12. WARRANTIES

Following testing of the equipment supplied pursuant to this Memorandum the GOTSROV will bear all risks associated with the installation and maintenance of the equipment, subject to any express warranties held by the GOA in relation to the suppliers of this equipment. In return for this undertaking the GOA, on behalf of the GOTSROV, will exercise any rights it may have against the suppliers of such equipment should such equipment be found defective in any manner.

13. INTELLECTUAL PROPERTY

Clause 16 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam will apply to intellectual property.

14. CLAIMS RELATING TO PROJECT ACTIVITIES IN THE SOCIALIST REPUBLIC OF VIETNAM

Clause 11 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam will apply to claims relating to project activities in the Socialist Republic of Vietnam.

15. CLAIMS RELATING TO SHORT TERM ATTACHMENTS IN AUSTRALIA

- (a) The GOA undertakes to assume responsibility for the welfare of UoF, RIA3 and IO personnel while they are in Australia on short term attachments under this Memorandum.
- (b) In return for the GOA's undertaking in subparagraph (a), the GOTSROV undertakes to indemnify the GOA against all payments made and all costs, damages and expenses

incurred by it as a result of any claims which may be brought against such UoF, RIA3 and IO Personnel or the GOA, its officers, servants or by any third party arising from the conduct of such UoF, RIA3 and IO Personnel in Australia pursuant to this Memorandum.

- (c) The GOTSROV will indemnify the GOA in respect of claims brought by CSIRO against the GOA for damages arising from the GOTSROV failure to carry out its obligations pursuant to this Memorandum.

16. SETTLEMENT OF DIFFERENCES

All parties undertake to settle amicably by consultation any differences arising under or in relation to this Memorandum.

17. SECURITY

Clause 18 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam will apply to ensure the security of Australian Project Personnel.

18. DURATION

This Memorandum will take effect from 1 January 2005 and the Project will be deemed to have commenced from that date unless agreed otherwise in writing by the parties. The Australian contribution to the Project and all the undertakings given herein will cease on 30 June 2008 or on such date as may subsequently be arranged between the two Governments.

19. AMENDMENTS

This Memorandum may be amended at any time by an Exchange of Letters between the Designated Cooperating Agencies.




20. ANNEX

Annex I and the Project Document are integral parts of this Memorandum.



ANNEX
DIRECT ARRANGEMENT

Signed at _____, in duplicate, this _____ day of _____ 200 .

For the Government of the Socialist Republic of Vietnam	For the Government of Australia
Signatory 	Signatory  
Name and Designation <i>Pham Dui Swan, Thi tuong</i>	Name and Designation <i>Andrew Foullener, Charge d'affaires</i>
Date <i>28 July 2005</i>	Date <i>11 August 2005</i>

ANNEX I

PROJECT ARRANGEMENT

between UoF, RIA3 and IO and CSIRO ("the Implementing Agencies") for the FIS/2001/058 "Sustainable tropical lobster aquaculture in Vietnam and Australia" Project

1. GENERAL

The Project Document, which forms part of this Memorandum is at Attachment A to Annex I and describes the Project and details the responsibilities and contributions of the Designated Cooperating Agencies and the Implementing Agencies.

2. COORDINATION OF PROJECT

A project coordination meeting will be held in the Socialist Republic of Vietnam early in each year of operation. The Project Leader and Program Coordinator will attend these meetings, together with other project personnel as appropriate.

The project will be reviewed late in the second last year or early in the last year of the project. This will be done by an external reviewer.

3. FINANCIAL ARRANGEMENTS

Payments to UoF, RIA3 and IO by CSIRO will be made at six-monthly intervals. UoF, RIA3 and IO will be required to provide to CSIRO a certified financial statement acquitting the advance.

The financial statement in Australian dollars acquitting the previous advance will set out the expenditure totals actually incurred under the five headings: Personnel, Supplies and Services, Travel, Infrastructure Costs and Capital Items. This statement will be certified by an authorised officer of UoF, RIA3 and IO.

All remittances from Australia will be transmitted direct to UoF, RIA3 and IO.

Financial reports from UoF, RIA3 and IO will be submitted to CSIRO six-monthly from the date of project commencement.

4. PROJECT REPORTING ARRANGEMENTS

Progress reports on project activities are required to be submitted to ACIAR at twelve monthly intervals on the anniversary of project commencement.

The Implementing Agencies will consult on the format and content of such reports which should be the result of joint input. Each research team will sign and assume equal responsibility for the preparation and submission of the reports.

5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- (a) The Implementing Agencies will treat, and will ensure their respective officers, employees, servants, agents and advisers will treat, all commercially valuable know-how provided to it by the other in confidence, or derived or arising solely from the performance of this Project Arrangement, as confidential and will not disclose such know-how without the prior written consent of the other party to any one other than such persons having a need to know and who will be required to take appropriate measures to safeguard such know-how. The phrase "persons having a need to know" will include officers, employees, and servants of MOET, MOFI and VAST in which some or all intellectual property rights relating to that know-how vest by virtue of this Memorandum and officers, employees, and servants of ACIAR. In this paragraph and all other provisions of this Memorandum the term "know-how" includes intellectual property as defined in paragraph 4 (b) of this Memorandum.
- (b) Unless otherwise expressly specified in this Memorandum, the Implementing Agencies undertake that where intellectual property as defined in paragraph 4(b) of this Memorandum subsists, is created or derived, or arises solely from performance of Project services under this Memorandum, whether in Australia or in the Socialist Republic of Vietnam, the rights to use the intellectual property in Australia vest in CSIRO and the rights to the intellectual property in the Socialist Republic of Vietnam vest in UoF, RIA3 and IO, unless MOET, MOFI and VAST have directed ACIAR in writing that such rights to the intellectual property in the Socialist Republic of Vietnam will vest in MOET, MOFI and VAST in which case such rights vest in MOET, MOFI and VAST.

The Implementing Agencies undertake that each will ensure that any agreements it enters into with any other person or body relating to the Project Services give legal effect to the above and so far as is possible to all other provisions of this Memorandum. The rights to use all such intellectual property in other countries derived or arising solely from the performance of the Project services will be apportioned on the basis of sole rights according to the equitable criteria defined in paragraph 16-2 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam, unless otherwise agreed in writing by the Implementing Agencies and the Designated Cooperating Agencies, and all costs relating to the application for, and maintenance of, such rights will be borne by the relevant owner. Such agreed apportionment will be the subject of a separate instrument to be entered into between the Implementing Agencies.

- (c) Notwithstanding the above paragraphs each party will have the right without the requirements of consent of the other party, to utilise all know-how derived or arising solely from the performance of the Project services for their own in-house purposes within their respective countries and, unless intellectual property rights relating to that know-how are similar to that provided in paragraph 5(a), where a Designated Cooperating Agency in the country of the party owns or controls relevant intellectual property rights, that Agency will have the right to licence use of such know-how within the country provided an obligation of confidence is imposed on the user of know-how similar to that provided in paragraph 5(a).

- (d) The Implementing Agencies, with the concurrence, where relevant, of the Designated Cooperating Agency, may, at any time agree in writing to make public any commercially valuable know-how provided to it by the other, or derived or arising solely from the performance of this Memorandum and which is subject to an obligation of confidence. All other intellectual property which is derived or arises solely from the performance of the Project services and is related to that know-how will in so far as it continues to subsist, be owned and apportioned in accordance with paragraph 16 of the Memorandum of Understanding on Development Cooperation between the Government of Australia and the Government of the Socialist Republic of Vietnam.
- (e) Notwithstanding anything to the contrary above, the Designated Cooperating Agencies, and the Implementing Agencies will each have the right to inform third parties of the general nature of any discovery, patentable invention, industrial design or commercially valuable know-how which is derived or arises solely from the performance of the Project services to enable a third party to decide whether to approach the owner of those rights for further know-how and/or appropriate licensing or other arrangements.
- (f) The Designated Cooperating Agencies encourage the publication of articles or papers of an academic, scientific, or technical nature intended for learned journals. However, where any article or paper of an academic, scientific or technical nature is written relating to the Project services, by any officers, employees, servants or agents of the Implementing Agencies, such publication should acknowledge the support provided by the Designated Cooperating Agencies to the Project. The Implementing Agencies agree that each will be responsible in these circumstances, consistent with each other, for determining the extent to which such articles or papers may contain and reveal details of intellectual property including commercially valuable know-how derived or arising solely from the Project services.
- (g) The Implementing Agencies will inform each other in writing as soon as practicable and no later than immediately prior to the commencement of the Project Services under this Memorandum of all existing intellectual property rights owned by third parties which are proposed to be utilised in the Project services and any limitation on the use thereof which relates to any other obligation under this Memorandum or to the utilisation of the results of the Project services.

6. TERMINATION

It is understood that should circumstances beyond the control of either UoF, RIA3 and IO or CSIRO render this Memorandum inoperative it will lapse three (3) months after written notice has been given by either UoF, RIA3 and IO or CSIRO.


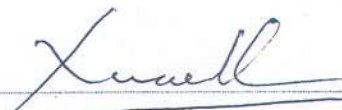

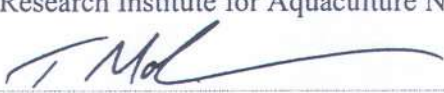
In the event the project lapses in accordance with the last preceding paragraph, CSIRO will accept responsibility within the financial limitation of the Project, for work done, expenses incurred and commitments made to the date of the lapsing and will accept, as part of the acquittance of funds provided, or a claim for reimbursements, reasonable costs and expenses including personnel expenses incurred by UoF, RIA3 and IO in terminating the services.

CORRESPONDENCE

All formal correspondence relating to this Memorandum should be addressed as follows:

The Director
Australian Centre for International Agricultural Research
GPO Box 1571
Canberra ACT 2601
AUSTRALIA

SIGNED, in accordance with paragraph 3 of the covering Memorandum.

Signature 	Signature 
Name LUACH DINH LIEN, HIÊU TRƯỞNG	Name NGUYEN THI KHAN THU
Title (RECTOR)	Title Vice Director
Date 5-8-2005	Date 5.8.2005
University of Fisheries	Research Institute for Aquaculture No. 3
Signature 	Signature 
Name Bui HONG LONG	Name TIM MOLTSMANN Deputy Chief, Business
Title Vice Director	Title ACTING CHIEF
Date 5/8/2005	Date 26/04/2005
Institute of Oceanography	CSIRO, through its Division of Marine Research