

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF NEW SOUTH WALES

AND

NATIONAL ASTRONOMICAL OBSERVATORIES OF CHINA,

POLAR RESEARCH INSTITUTE OF CHINA

UNSW Research Services
The University of New South Wales
Sydney
UNSW 2052
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1. Parties

1.1 The parties to the Memorandum of Understanding are the Polar Research Institute of China (“PRIC”), National Astronomical Observatories of China (“NAOC”) and The University of New South Wales a body corporate established under *The University of New South Wales Act 1989* (NSW) through its School of Physics Sydney 2052 in the State of New South Wales Australia (“UNSW”).

1.2 The parties are aware and agree that this Memorandum of Understanding is not legally binding.

2. Aim of this MOU

2.1 The aim of the agreement is to explore the potential of Dome A, in Antarctica, as a site for a future astronomical observatory.

3. Areas and Mode of Collaboration

3.1 This research collaboration aims to:

- Add value to the Chinese-led expedition to Dome A by the contribution of additional intellectual and financial resources from Australia,
- Ensure that the results of site testing are distributed throughout all of the partners in China, Australia, USA and elsewhere as fast and as fully as possible.

3.2 UNSW will provide an AASTINO as described in Annex 1.

3.3 UNSW will deliver the AASTINO to Fremantle by November 1 2007.

3.4 UNSW will provide resources to ensure that operation of the AASTINO is monitored from UNSW and that the facility is kept operating.

3.5 PRIC will transport the AASTINO to Dome A in the austral summer of 2007 –8, deploy it and the associated instrumentation, and set it in operation.

3.6 UNSW will contribute the fuel that the AASTINO itself will use, and part of the fuel for transportation of AASTINO. The amount of the fuel that can be transported is limited by the transportation capability of PRIC.

3.7 Instrumentation for the AASTINO will be provided by Australia, China, USA and other countries. Decisions on which instruments will be supported will be made by a committee that includes representatives from Australia, China, and third countries. NAOC will be the leading organization and coordinator of the international astronomical activities at Dome A connected with PRIC and the Chinese-led expedition to Dome A. In this way, the cooperation on AASTINO is included in the PANDA project –a Chinese key international program of IPY.

3.8 All site-testing data acquired within this program by UNSW will be shared promptly with the PRIC and the other partners.

3.9 Wherever possible, publications that result from scientific collaboration between UNSW and the PRIC may include at least one author from each of:

- The Polar Research Institute

- The relevant Chinese astronomical institutes
- UNSW.

The parties will use all reasonable endeavours to ensure that publications arising from the scientific collaboration are issued jointly.

Except the first paper on site testing results, in which the first author should be the PI of PANDA Project of PRIC provided that the parties agree that the PI of PANDA: (1) fulfils the criteria for authorship in accordance with the Vancouver Protocol; and (2) has provided the primary contribution to the paper, each of the institutes involved in this collaboration will have an equal opportunity to contribute publications on which a member of that institute is the first author.

All publications, conference posters and other publicity form this work will fully acknowledge the Polar Research Institute of China.

- 3.10 It is acknowledged by all parties that this is an experimental collaboration and that it may not be possible for one or both sides to fulfill its part of the collaboration.

4. Intellectual Property Rights

- 4.1 This clause does not affect the ownership of Intellectual Property in any pre-existing material owned by either Party as at the date of signing this Memorandum of Understanding, however expertise with respect to the operation of the AASTINO and site testing instruments in Antarctica gained by the Parties as a consequence of this collaboration will be freely shared between the Parties.

5. Term and Termination

- 5.1 This MOU will commence on the date of execution of this MOU and will continue for a period of three (3) years or such other term as may be agreed by the parties.
- 5.2 Either Party may terminate this Memorandum of Understanding upon issuing the other Party with one (1) month's written notice of that Party's intention to terminate the Memorandum of Understanding.
- 5.3 Each party is responsible for its own expenses in relation to any activities undertaken pursuant to this Memorandum of Understanding, and any actions taken by the other party in reliance on any preliminary agreements expressed in this Memorandum of Understanding will be at that party's own risk.

6. Negation of Employment, Partnership and Agency

- 6.1 PRIC agrees not to represent itself, and will ensure that its employees or sub-contractors do not represent themselves as being an employee, partner or agent of the UNSW, or as otherwise able to bind or represent the UNSW.
- 6.2 UNSW agrees not to represent itself, and will ensure that its employees or sub-contractors do not represent themselves as being an employee, partner or agent of PRIC, or as otherwise able to bind or represent PRIC.

7. Variation and Renewal

- 7.1 This agreement may only be varied by the written agreement of the parties.

8. Governing law and jurisdiction

8.1 This agreement is governed by and must be construed in accordance with the laws of New South Wales.

8.2 Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from them; and
- (b) waives any right to object to proceedings being brought in those courts for any reason.

9 Entire agreement

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement of the parties, or any other communication or representation made, in relation to its subject matter.