



## MEMORANDUM OF UNDERSTANDING

Between

**THE SMITHSONIAN INSTITUTION**

And

**THE STATE OF QUEENSLAND**

This Memorandum of Understanding (MOU), effective 23 February 2018 is entered into by and between the Smithsonian Institution (hereinafter “the Smithsonian”) a non-profit trust instrumentality of the United States established by Congress (20 U.S.C. § 41 et seq.), through its Office of Fellowships and Internships having a primary business address 470 L’Enfant Plaza SW Suite 7102, Washington, DC 20013-7012 and the State of Queensland acting through the Department of Environment and Science (hereinafter “Queensland”), Level 32, 1 William Street, Brisbane 4000 in the State of Queensland, Australia.

WHEREAS, the Smithsonian is the largest museum complex in the world and a premier international organization dedicated toward the increase and diffusion of knowledge through collections, facilities, and expertise.

WHEREAS, Queensland has as a primary mission, the provision of education at all levels and the promotion and application of scientific research and technological development relevant to the economic, social and cultural development of Queensland communities.

WHEREAS, the Smithsonian and Queensland share common and fundamental interests in the advancement of research, the dissemination of knowledge, and the promotion of social and cultural development and desire to record the framework for their collaborative arrangements in relation to the projects they undertake.

WHEREAS, the Smithsonian offers qualified individuals fellowship opportunities to conduct independent study or research related to Smithsonian collections, facilities, or experts.

WHEREAS, Queensland supports opportunities for fellows to take advantage of the resources of the Smithsonian and to form collaborations with scientists and scholars at one of the Smithsonian museums (including the Cooper Hewitt, Smithsonian Design Museum), the National Zoo, or research centers.

Now THEREFORE, this MOU sets forth the initial goals and basic premises under which the Smithsonian and Queensland will develop a program of cooperation, including fellows.

## I. TERM, TERMINATION & LIAISONS

- A. This MOU shall commence on the date first set forth above. Upon commencement, this MOU supersedes the MOU between the parties signed on 12 June 2015.
- B. This MOU will be in effect through 30 June 2021 and may be renewed upon the mutual written consent of the parties.
- C. Either party may terminate this MOU by providing thirty (30) days written notice of its intent to terminate provided, however, that no such termination shall be effective as to any programs, projects or other collaborative activities agreed to or ongoing under this MOU, unless otherwise agreed between the parties in writing.
- D. Each party hereby designates a Liaison who will be responsible for the oversight of the activities described herein and will be the point of contact for the day-to-day activities regarding the implementation of this MOU. The Liaison will serve as the primary point of contact for this MOU and to whom communications should be sent, unless otherwise specified in this MOU. The Liaison will not have authority to execute or terminate this MOU or amendments thereto. Either Party may substitute its Liaison by providing written notice to the other party.

**For the Queensland Government on fellowship program, contractual and financial issues:**

Executive Director  
Science Development  
Department of Environment and Science  
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**For the Smithsonian on contractual issues:**

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**For the Smithsonian on financial issues:**

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## **II. PURPOSE & PRINCIPLES**

- A. The purpose of this MOU is to enable the exchange of ideas, information, skills and techniques, to establish collaborative work on projects of mutual interest for both Parties.
- B. The Parties shall conduct their relationship on the basis of the following principles:
  - i. Share common and fundamental interests in the advancement of research, the dissemination of knowledge, and the promotion of social and cultural development.
  - ii. Seek to enable the ongoing exchange of ideas, information, skills and techniques, to establish collaborative work on projects of mutual interest for both parties in the fields of natural sciences, social sciences, the arts, education and museum management.
  - iii. Shared responsibilities, and mutual and equitable contributions and benefits.
  - iv. Shared costs of cooperation, taking into account respective risks and benefits;
  - v. Achieving the maximum benefits of intellectual property developed under this MOU.
  - vi. Achieving the maximum research and development opportunities for the parties' staff.

## **III. GUIDELINES FOR COLLABORATION**

- A. Collaboration between the parties may take several forms, including:
  - i. Research and Education fellowships
    - 1. Queensland will be responsible for familiarizing their applicants with the opportunity and encouraging them to apply.
    - 2. Applicants interested in fellowships should review the Smithsonian Opportunities for Research to identify potential advisors and

collaborators. Applicants should consider the merits of working with a unique suite of collections and facilities not only at the Smithsonian's Washington, D.C. National Mall locations but at all Smithsonian locations.

3. At their election, the appropriate applicants apply to a fellowship at the Smithsonian.
  4. Prospective fellows submit their applications through the Smithsonian Online Academic Appointment system (SOLAA), before the stated deadline.
  5. The Smithsonian will make best endeavors to place fellows selected by Queensland for one fellowship matching their research or education objectives each lasting up to twelve months.
- ii. Joint projects
  - iii. Exchanges of staff
  - iv. Study opportunities for postgraduate students
  - v. Provision of advice by one Party to the other
  - vi. Exchange of information
  - vii. Joint convening of conferences
  - viii. Joint development and delivery of teaching and learning materials and programs, for example via the Cooper Hewitt, Smithsonian Design Museum
  - ix. Joint development of exhibitions

#### **IV. SPECIFIC RESPONSIBILITIES OF QUEENSLAND IN RELATION TO RESEARCH AND EDUCATION FELLOWSHIPS**

- A. Queensland shall provide a list of recommended fellowship applicants for fellowships at the Smithsonian, along with information about the research goals of each individual.
- B. Queensland agrees to advise Fellowship Awardees of any known policies, procedures, and requirements of the Fellowship as specified by the Smithsonian.

#### **V. RESPONSIBILITIES OF THE SMITHSONIAN IN RELATION TO RESEARCH AND EDUCATION FELLOWSHIPS**

- A. Smithsonian fellowship appointments are conditional, subject to the Student's successful completion of a federal background investigation conducted by the Smithsonian.
- B. The Smithsonian will provide orientation to new fellows.
- C. The Smithsonian will provide fellows with space to conduct their research within the appropriate Smithsonian department. Applicants should consult in advance with their proposed advisor(s) regarding the availability of facilities and necessary equipment.

The amount of support services available to the fellow will be determined by the workload of the department and the policy of the department chairperson and/or unit director.

- D. The Smithsonian will give fellows access to the Smithsonian Libraries with privileges which include borrowing library materials, interlibrary loans, document delivery, database searching, and reference assistance.
- E. The fellowship may end if the fellow has not met the commitment outlined in his or her award agreement; breached Fellow Standards of Conduct, or is unable or unwilling to continue the fellowship appointment.

## VI. GENERAL PROVISIONS

- A. **Intellectual Property.** As a general principle, the parties will encourage the fellows to publish and otherwise disseminate all knowledge and information derived from research conducted under this Memorandum. The fellow's appointment letter will describe the fellow's rights in works authored by the fellow or inventions created by the fellow during the fellowship, consistent with the Smithsonian's policies.
- B. **Notices.** Notices that are required to be given in writing under this MOU shall be delivered to the designated Liaisons (1) by first-class mail, postage prepaid; (2) in person with documentation of acceptance; (3) by overnight delivery with confirmation of delivery; (4) electronically; or (5) by facsimile followed by a mailing by first-class mail, postage prepaid and shall be addressed to the person at the address set forth below or such other person and address a party subsequently specifies in writing to the other party. Notices will become effective on receipt.
- C. **Liability of Parties.** Each party agrees that it will be responsible for the acts, omissions and negligence of its own officers and employees acting within the scope of their employment. Nothing in this MOU is or shall be deemed to be a waiver by either party of any defenses that may be available by law, including any governmental or sovereign immunity available to either party.
- D. **Publicity.** Both parties may disclose to the public this MOU and information with respect to activities and projects contemplated herein in accordance with their respective policies on the disclosure of information.
- E. **Use of Names.** Neither party may use the names, emblem, or logos or the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.
- F. **Assignment.** Neither party has the right to assign this MOU or any of its responsibilities hereunder.

- G. Nondiscrimination.** It is mutually agreed that at no time shall either party discriminate against any party to or beneficiary under this MOU based upon color, religion, sex, sexual orientation, national origin, age, veteran status and/or disability.
- H. Relationship between the Parties.** Nothing herein shall be construed to create any employee/employer relationship, partnership, agency, joint venture, or teaming agreement between the parties.
- I. Dispute Resolution.** Any dispute arising under this MOU that cannot be resolved by the Liaisons will be resolved by good faith consultation or negotiation by the signatories to this MOU, or by any other way mutually agreed upon by the parties.
- J. Collaboration.** Nothing in this MOU limits either party from collaborating with other institutions, universities or entities. Nothing in this MOU binds units, components or departments of Queensland or the Smithsonian Institution other than that specified in this MOU.
- K. Entire Understanding.** This MOU contains the whole understanding of the parties and supersedes all prior oral or written representations and statements between parties with regard to fellowships. No amendments or modifications to this MOU may be made except by writing and signed by both parties.
- L. Counterparts.** This MOU may be entered into by exchange of signed counterparts between the parties. In addition to any other valid method, signed counterparts may be exchanged by successful electronic transmission.
- M. Not legally binding.** This MOU does not create legal relations between the parties, and is not legally binding.