

**Joint Declaration of Intent
for
Cooperation in Bioeconomy
between the
State of Queensland through the Department of
Environment and Science
and the
Federal Republic of Germany through the German Federal
Ministry of Education and Research**

Introduction

The State of Queensland through the Department of Environment and Science (referred to as Queensland Government), which is responsible for leading the development of science policy and legislation for the government, is delivering scientific expertise to protect and manage the environment and natural resource base, and is supporting the development of Queensland's science sector.

The German Federal Ministry of Education and Research (hereinafter referred to as BMBF) is part of the Government of the Federal Republic of Germany. By means of special funding programmes, which are based on public competitive calls and peer-review evaluations, the Federal Ministry of Education and Research as a part of the federal government is supporting innovative projects in various research sectors.

Paragraph 1 - Effective Date and Term

This Joint Declaration of Intent (JDol) will commence on the date the last of the Participants signs this JDol (Effective Date) and will continue for three (3) years from the Effective Date (Initial Period).

The JDol will automatically renew for successive one-year terms beginning at the end of the Initial Period unless either Participant gives written notice to the other Participant at least three (3) months prior to expiration of the then-current renewal Term of their intent not to renew this JDol.

Paragraph 2 - Purpose

The Participants each desire to explore possibilities for the promotion and mutual funding of collaborative research projects in the field of bioeconomy.

This mutual interest is motivated by a shared understanding that bioeconomy offers tailor-made solutions to the most urgent societal challenges such as food security, climate change and the protection of natural resources.

Both Participants are convinced that the implementation of the knowledge-based bioeconomy requires more than merely national initiatives. Thus, international cooperation is needed.

This JDol does not create a binding legal commitment between the Participants. Both Participants recognise that the Programs, projects or activities may be subject to further approval and agreements between the Participants.

Paragraph 3 - Research Calls and projects

The Participants will explore research topics in the field of bioeconomy of common interest. The design, launching and the implementation of coordinated or joint calls as well as distinct research projects resulting from the calls will be coordinated on a case-by-case basis between the Participants. It is intended in the first step to run a bilateral call in 2023. Further activities will be discussed and coordinated by both Participants. The Participants will primarily explore the opportunities of coordinated or joint research funding, however will also support other cooperative activities such as workshops, symposia, exchange of researchers, young scientists activities, etc.

Paragraph 4 - Research Funding

The Participants understand that:

- Queensland Government will only fund research performed in the State of Queensland.
- BMBF will only fund research performed in Germany.
- Funding of research projects under this JDol will be subject to the budgetary appropriation available to each Participant.
- The execution of the JDol will not constitute a commitment for funding, nor will it require to approve or to fund any proposed project.
- The Participants will use best endeavours to obtain funding and support from third parties in-market, where relevant, to maximise leverage and impact.

- The Queensland Government and BMBF will bear their own internal costs occurring during activities under this cooperation.
- Both Participants will apply their regular funding mechanisms and procedures, including reporting regulations and due diligence.
- Both Participants will share all information on all projects approved for funding.
- Both Participants will make their best efforts to support preparatory activities such as visits, workshops etc. between the scientists involved for the definition of possible collaborative projects.

Paragraph 5 - Participant Contacts

The Queensland Government and BMBF will each designate a contact person to coordinate the mutual activities under this JDol and ensure a smooth communication between the Participants.

BMBF:

Division Bioeconomy, BMBF

Queensland:

Science Strategy & Partnerships, Science and Technology Division, Department of Environment and Science

Representatives of the Queensland Government and BMBF will meet periodically (at least via video conference), not less than twice a year, to review any matters occurring under the execution of this JDol. This will include preparation of progress reports on the program.

Paragraph 6 - Intellectual Property

Each Participant will:

- (a) be responsible for preparing progress reports as noted in Paragraph 5;
- (b) own the intellectual property in any progress reports it develops under (a); and
- (c) be able to use the other Participant's progress report on the Program for internal consultation purposes.

For the avoidance of doubt, the Participants understand that each Participant will own the intellectual property in any work results arising on its side in any individual projects and will make provisions for being entitled to dispose of its work results or otherwise licence them to the other Participant or third party.

Paragraph 7 - Solution of Controversies

The controversies arising from the operation of this JDol will be settled amicably through direct negotiations between the Participants.

Paragraph 8 - Confidentiality

Each Participant will:

- (a) take the necessary measures to ensure that documents, information and other confidential data obtained during the negotiations, the commencement of this JDol and the execution of this JDol are not disseminated or transmitted to any third parties without the prior written consent of the other Participant;
- (b) use all and any information obtained from the other Participant within the framework of the discussions and negotiations exclusively for the objectives of this JDol (see Paragraph 2) for which it has obtained such information; and
- (c) not disclose it to third parties and will protect its own trade secrets

These commitments will not apply where:

- (a) information is generally known;
- (b) information has been provably derived independently by the Participant receiving such information;
- (c) information has been lawfully obtained from third parties without infringing any obligation of confidentiality;
- (d) a Participant is compelled to disclose the information obtained on the grounds of legal provisions; or
- (e) information is provided:
 - (1) to the responsible Minister administering the Department or Ministry and their personal and departmental advisers;
 - (2) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland or the Federal Republic of Germany; or

- (3) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

These confidentiality understandings should be upheld for a period of five years after this JDol has ceased to have effect.

Paragraph 9 - Amendments

This JDol may be modified, amended, or extended by the Participants by exchange of correspondence only in writing. This applies to this clause too. Any modification, amendment or extension will come into effect on the date of mutual arrangement.

Honourable Cameron Dick
Queensland Treasurer and Minister for Trade
and Investment
Signed for and on behalf of the State of
Queensland, represented by Department of
Environment and Science

Date: 27 May 2022

Mrs. Bettina Stark-Watzinger
Federal Minister of Education and
Research
Signed for and on behalf of the Federal
Republic of Germany, represented by the
Federal Ministry of Education and
Research

Date: 27 May 2022