

MEMORANDUM OF UNDERSTANDING

SCIENTIFIC COLLABORATION DEVELOPMENT

1. Parties to the Memorandum of Understanding

CURTIN UNIVERSITY OF TECHNOLOGY (ABN 99 143 842 569), a body corporate established under the Curtin University of Technology Act 1966 of Kent Street Bentley, Western Australia 6102

and

NATIONAL RESEARCH "TOMSK STATE UNIVERSITY" of 36 Lenin Ave., Tomsk, Russia 634050, acting on the basis of the Tomsk State University Statute.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (c) A reference to a clause or a Schedule is a reference to a clause or a schedule to this Memorandum of Understanding.

3. Field of Scientific Collaboration

The Parties wish to explore proposals to cooperate in scientific research collaboration in the Field of Mining and Resources, Geology and Petroleum Engineering, Business, Environmental Sustainability, Information Technologies, Mechanical Engineering, Chemical Technologies and Power Engineering;

This Memorandum of Understanding records the intention of the Parties in relation to scientific research collaboration and the principles upon which such collaboration will be conducted.

4. Agreement Not Binding

This Memorandum of Understanding is being signed by the Parties to evidence their in principle non-binding intentions. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the parties of a formal written agreement. Any action taken by any party in anticipation of approvals will be at the sole risk of that Party.

The Parties agree and acknowledge that nothing contained in this Memorandum of Understanding constitutes any of them as agent, partner or trustee of any other of them, or to

have authority or power to act for, or create or assume any responsibility or obligation on behalf of, any other Party.

5. Cooperation

The Parties agree to cooperate to:

- (a) exchange scientific and technological information about possible collaborative research and development projects in the Field of Mining and Resources, Geology and Petroleum Engineering, Business, Environmental Sustainability, Information Technologies, Mechanical Engineering, Civil Engineering, Chemical Technologies and Power Engineering;
- (b) explore potential for Joint PhD programs;
- (c) encourage joint research projects in the Field;
- (d) produce joint research publications; and
- (e) facilitate student and staff exchanges.

All costs incurred by a Party in facilitating the exchange of staff and postgraduate research students between the respective institutions will be the sole responsibility of that institution unless other arrangements have been agreed by the parties in writing.

The Parties will make their best endeavours to foster scientific research collaboration between the institutions throughout the term of this Memorandum of Understanding.

6. Responsibilities of the Parties

The Parties will:

- a) work together and share information about their organisations to enhance each other's understanding of each Party's scientific capabilities with respect to the Field subject to confidentiality requirements of each Party;
- b) establish a working relationship targeted to the Parties' specific scientific requirements; and
- c) explore the potential for Joint PhD programs, student and staff exchanges, and collaborative research and development projects of interest to both Parties.

7. Intellectual Property

This Memorandum of Understanding does not transfer any interest in Intellectual Property.

All issues relevant to the ownership of Intellectual Property, including Background Intellectual Property and Project Intellectual Property will be determined in the respective written agreement covering the specific scientific research program on an individual project basis.

8. Agreements

The Parties shall wherever necessary enter into written agreements to facilitate the implementation of the specific scientific research or PhD program. Such agreements will cover all relevant aspects of the program including but not limited to funding, responsibilities and contributions of each Party, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party.

9. Term

The term of this Memorandum of Understanding will commence on the date of execution for a period of five (5) years. The Memorandum of Understanding may be extended for a further period of up to five (5) years by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Either Party may terminate this Memorandum of Understanding at any time during the term by the provision of three (3) months written notice of termination to the other Party.

10. Confidentiality

Each Party undertakes to respect the confidentiality of the other Party's confidential information. Each Party is to treat all confidential information owned by the other Party which is specifically designated as confidential information in writing as confidential and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the owner of that confidential information. It shall be the responsibility of each Party to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of a scientific research program on a strictly "need to know basis" and have such officers, employees or agents sign written confidentiality undertakings as may be required.

11. Variation

A provision of this Memorandum of Understanding, including Schedules, may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

12. Governing Law

This Memorandum of Understanding is governed by the laws of Western Australia and the Russian Federation.


13. Translation

In the event that this Memorandum of Understanding is translated into Russian, the parties agree that the English version of this Memorandum of Understanding will take precedence in the event of any inconsistency.

Execution:

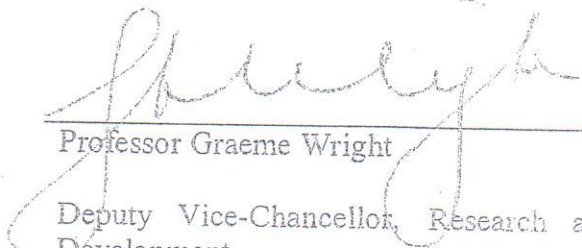
Signed for and on behalf of
NATIONAL RESEARCH TOMSK
STATE UNIVERSITY

Signed for and on behalf of
CURTIN UNIVERSITY OF
TECHNOLOGY



Professor Eduard Galazhinsky
Rector, Tomsk State University





Professor Graeme Wright

Deputy Vice-Chancellor, Research and
Development
Curtin University of Technology

Effective Date
