



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GERMAN RESEARCH FOUNDATION (DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V.)

AND

THE NATURAL SCIENCES AND ENGINEERING RESEARCH COUNCIL OF CANADA

1. BACKGROUND

The German Research Foundation (Deutsche Forschungsgemeinschaft) referred to as “DFG”, and the Natural Sciences and Engineering Research Council of Canada referred to as “NSERC”, both entities hereinafter referred to as “the Parties”.

Recognizing that since December 1995 DFG and NSERC have had an Exchange of Letters in place to encourage joint German-Canadian research efforts and the facilitation of movement of researchers and students between Germany and Canada;

Recognizing that since 7 February 2011 DFG and NSERC have had an agreement in place to support training, research, exchange and cooperation by research teams in Germany and Canada (“Memorandum of Understanding on Collaboration in Training and Research in the Natural Sciences and Engineering”), and recognizing that this agreement will expire after a period of five (5) years; and

Guided by the mutual desire to further enhance research collaboration between German and Canadian researchers and students, DFG and NSERC have reached the following understanding:

2. PURPOSE

This Memorandum of Understanding has as its purpose the following main objectives:

- i) To renew the aforementioned Memorandum of Understanding between the Parties in place since 7 February 2011, thereby continuing the collaboration in training, research, exchange and cooperation by research teams; and to broaden the scope of collaboration between the Parties by providing the framework to pursue additional opportunities using various mechanisms and resources as mutually agreed upon by the Parties.

3. ACTIVITIES

In pursuance of the objectives of this Memorandum of Understanding the Parties may undertake activities such as but not limited to:

- i) Identifying and promoting opportunities for cooperation between their respective research communities, such as joint research and development projects as well as human capital training, as mutually decided upon by both Parties; and
- ii) Encouraging increased science and technology collaboration between relevant institutions by sharing and disseminating information about funding mechanisms to support the organization of scientific and technological meetings, workshops, and symposia of mutual interest.

4. ADHERENCE TO EXISTING POLICIES

This Memorandum of Understanding will respect policies relative to the negotiation of Intellectual Property (IP) Rights established by researchers' respective institutions. This Memorandum of Understanding is based on equality, reciprocity and mutual benefit, and implies no financial commitment from the Parties.

Details of financing, review processes, and other appropriate matters for implementation of the cooperative activities under this Memorandum of Understanding will be subject to specific agreement between the Parties on a case by case basis. For this purpose, the Parties will agree on specific management plans to set out details of the different funding schemes, including but not limited to their collaboration in training, research, exchange and cooperation by research teams. Each Party, however, shall grant its funds adhering to its respective procedures, terms and conditions.

The Parties understand that the intention of this Memorandum of Understanding is not to create legally binding commitments between the Parties in either domestic or international legislation. Any dispute arising from the interpretation or implementation of this Memorandum of Understanding will be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide.

This Memorandum of Understanding shall be considered valid from the time of signature and exists as an open agreement without expiration. It may be amended upon the mutual consent of the Parties. It may be terminated by either DFG or NSERC with at least six (6) months written notice. Termination will not affect the activities already jointly approved under the terms of this Memorandum of Understanding.

5. FINANCIAL COMMITMENT

It is understood by both Parties that each is working within a budgetary framework which is determined annually in advance, and that any variation in their budgets can affect the number and volume of activities undertaken. DFG and NSERC agree to consult each other as variations arise.

6. AUTHORITIES

This Memorandum of Understanding is signed in two original copies in English, both being equally authentic and of equal effect.

Signed in Ottawa this 2nd day of November 2015.

For the German Research Foundation
(Deutsche Forschungsgemeinschaft e.V.)



Prof. Dr. Peter Strohschneider
President

For the Natural Sciences and Engineering
Research Council of Canada



Dr. B. Mario Pinto
President