



MEMORANDUM OF UNDERSTANDING
between
THE OHIO STATE UNIVERSITY, COLUMBUS, OHIO, U.S.A.
and
CQUNIVERSITY AUSTRALIA, ROCKHAMPTON, QLD, AUSTRALIA

In accordance with a mutual desire to promote further cooperation in higher education between Central Queensland University, Rockhampton, Australia and The Ohio State University, Columbus, Ohio (USA), on behalf of Department of Animal Sciences in the College of Food, Agricultural, and Environmental Sciences, the mentioned institutions have found it mutually beneficial to continue a series of cooperative activities.

This Memorandum of Understanding builds on and is meant to replace previous existing arrangements between Central Queensland University and Ohio State, with the intent of broadening and deepening the existing relationship which was initiated in 2017.

The two institutions have found it agreeable to continue engaging in activities that may include:

- Exchange of theses, teaching materials, and other scientific and technological literature;
- Research collaboration;
- Exchange of faculty and scholars for lecturing, advanced studies, and research;
- Conduct of joint workshops, symposia, etc. on topics of mutual interest; and
- Exploration of potential student exchanges. (Student exchanges shall require separate written agreements between the parties.)

Financial Arrangements

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. All specific arrangements will require separate written agreements. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

Intellectual Property Law

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days from the date that the reviewing party received the manuscript if it contains a disclosure of an invention that was invented by one or more employees of the reviewing party and the reviewing party desires to file a United States or foreign patent application. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Ownership of inventions shall follow inventorship, which will be

determined pursuant to applicable patent laws.

Dispute Resolution

This Memorandum of Understanding established by The Ohio State University cannot be subject to Binding Arbitration. If there is a difference in the interpretation or implementations of this MOU, both parties agree that they will endeavor to resolve it by informal discussions between the respective Liaison Offices established in this MOU. If the parties cannot resolve the dispute, they agree to submit to an alternative dispute resolution, subject to the rules by which the parties are governed. Such dispute resolution process shall be non-binding.

Export Control Laws

It is recognized and understood that this MOU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

Liaison Offices

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

For: The Ohio State University

Office of International Programs in Agriculture
Room 160, Bevis Hall
1080 Carmack Rd.
Columbus, OH 43210
Phone: 614-292-7252

For: CQUniversity Australia

International Office
Building 65, Room G.20
Rockhampton North Campus, QLD 4702
Australia
Phone: +61 7 4923 2438

Period of Agreement

This MOU shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional three years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving six months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOU will be allowed to continue to their conclusion.

Signatures

For: The Ohio State University

DocuSigned by:
Cathann A. Kress 02/18/2021
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Cathann A. Kress Date
Vice President, Agricultural Administration
Dean, College of Food, Agricultural, and
Environmental Sciences
The Ohio State University

Michael Papadakis 2/19/2021

Michael Papadakis Date
Senior Vice President for Business
and Finance & Chief Financial Officer
The Ohio State University

For: CQUniversity Australia

Grant Stanley 8/02/2021

Grant Stanley Date
Vice President of Research
Central Queensland University

Alastair Dawson

Alastair Dawson Date 2/1/21
Senior Deputy Vice Chancellor and Vice-
President
Central Queensland University