



**MEMORANDUM OF ARRANGEMENT
BETWEEN
THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT OF
NEW ZEALAND
AND
THE NATIONAL NATURAL SCIENCE FOUNDATION OF CHINA
ON
SCIENTIFIC COOPERATION**

The Ministry of Business, Innovation and Employment of New Zealand (MBIE), on behalf of New Zealand's science and research organisations and the National Natural Science Foundation of China (NSFC);

RECOGNISING the opportunities for jointly beneficial bilateral scientific collaboration that can be supported by cooperation between MBIE and NSFC;

ACKNOWLEDGING New Zealand's science and research organisations' and NSFC's established researcher-to-researcher relationships;

CONSIDERING the desirability, in areas of common interest, of promoting collaboration between scientific and research-focused organisations for the purpose of using science and research to develop economic, environmental, and social benefits in New Zealand and China;

MBIE and NSFC (Collectively referred to as the "Participants") have jointly decided to enter into this Memorandum of Arrangement ("The Arrangement") to reflect their joint understanding:

1. Definitions

- 1.1. "Cooperative activity" means any activity carried on or supported by MBIE and NSFC pursuant to this Arrangement;
- 1.2. "Intellectual Property" means the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization done at Stockholm on 14 July 1967 (as amended on 28 September 1979)

and may include other subject matter as jointly decided by the Participants;

1.3. "Joint research" means research, development, science, and innovation that is implemented with financial support from one or both Participants and that involves collaboration by researchers from research organisations supported by this Arrangement.

2. Objectives

2.1. The objectives of this Arrangement are to:

2.1.1. Set in place the conditions to increase the excellence, depth, and impact of scientific research through the closer cooperation of New Zealand and Chinese researchers and research organisations;

2.1.2. Support the establishment and/or strengthening of collaborations between New Zealand and Chinese researchers and research organisations in jointly decided areas.

3. Principles

3.1. This Arrangement establishes the framework for the overall science and research relationship between MBIE and NSFC;

3.2. Subject to the applicable laws, regulations, and policies of both New Zealand and China, MBIE and NSFC will conduct their relationship on the basis of the following principles:

3.2.1. shared responsibility, research integrity, and mutual benefit;

3.2.2. cooperation in the promotion of science and research results and outcomes, with the purpose of maximising environmental, social, economic, and other benefits to New Zealand and China;

3.2.3. commitment to open science and research, where appropriate.

4. Coordination of Cooperative Activities and Joint Research

4.1. MBIE and NSFC will be responsible for executive oversight of progress towards the objectives of this Arrangement.

4.2. MBIE and NSFC will meet at least annually to discuss and review the progress and implementation of this Arrangement and any associated issues between the Participants.

4.3. Each Participant will designate a contact person as the main coordinator for cooperative activities under this Arrangement and will notify each other when any changes occur.

5. Areas of Cooperative Activity

- 5.1. The Participants will explore possibilities for jointly beneficial research cooperation in the jointly decided bilateral priority areas of food, environment, and health and biomedical sciences as outlined in the *Arrangement on a Five-Year Roadmap for New Zealand – China Science and Technology Cooperation 2023-2027*.
- 5.2. Specific areas of mutual interest for collaboration will be defined through consultation between MBIE and NSFC.
- 5.3. Cooperative activities the Participants will endeavour to support may include, but are not limited to:
 - 5.3.1. jointly funding collaborative research projects;
 - 5.3.2. facilitating the exchange of researchers and information, including through convening workshops and symposia;
 - 5.3.3. Facilitating relevant training and capacity building.
- 5.4. Cooperative activity may also include any other activities jointly decided by MBIE and NSFC.
- 5.5. MBIE and NSFC will jointly discuss and jointly decide the specific form of any cooperative activities. Issues such as the number of grants per year, proposal review criteria and procedures, and timeline for project management may be jointly decided following full consultation between the Participants.

6. Treatment of Intellectual Property

- 6.1. The Participants recognise that activities carried out under this Arrangement may produce patentable results and/or other intellectual property and may lead to publications and disseminations of scientific findings.
- 6.2. Nothing in this Arrangement is intended to affect the existing intellectual property rights of individual scientists, researchers, research organisations and academic institutions, which should in all cases be recognised and preserved. Each Participant should strictly follow its own laws and regulations, including regarding intellectual property protection particularly during the project implementation process. For joint research under this Arrangement, intellectual property arrangements should be mutually decided on a case-by-case basis by the affected researchers and research organisations.

7. Funding

- 7.1. Cooperative activities carried out under this Arrangement will be subject to the availability of funds and resources, and subject to each Participant's relevant organisational priorities, policies.

7.2. Any specific tasks, duties, and conditions with respect to jointly decided cooperative activities, will be documented in writing by the Participants on a case-by-case basis.

8. Other Arrangements

8.1. This Arrangement is without prejudice to any other cooperation that may be carried out pursuant to other arrangements between New Zealand and China.

9. General Provisions

9.1. The Participants will work jointly on any announcements or communications relating to, or arising from, this Arrangement.

9.2. The Participants will not use each other's names and/or logos in any communication intended for the public domain – written, verbal or electronic – without prior written consent from the other Participant.

9.3. Any difference in interpretation of this Arrangement, or in relation to a matter arising from this Arrangement, will be resolved by mutual discussion.

10. Commencement and Termination

10.1. This Arrangement:

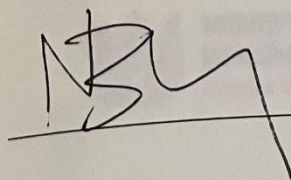
10.1.1. will come into effect on the date of signing and continue to have effect for five years from the date of signing,

10.1.2. may be amended or extended with consent in writing from the Participants;

10.1.3. can be terminated by either Participant in writing with six months' notice.

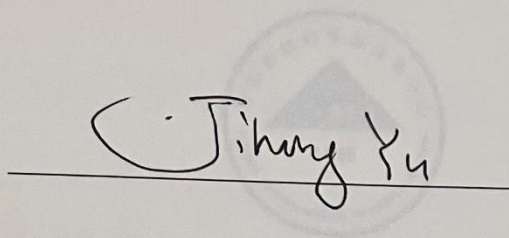
10.2. In the event of termination, cooperative activities under this Arrangement that have commenced but not been completed at the date of receipt of notification will be managed in a manner jointly decided by the Participants.

10.3. This Memorandum of Arrangement is signed in Wellington, New Zealand on 29 November 2023, in duplicate in English and Chinese, with both versions having equal validity.



MBIE

Nic Blakeley, Deputy Secretary



NSFC

Dr. YU Jihong, Vice President

新西兰商业、创新与就业部

中国国家自然科学基金委员会

科学合作安排备忘录

29/11/23

29/11/23

Date

Date

新西兰商业、创新与就业部（以下简称 MBIE），代表新西兰科学与研究机构，与中国国家自然科学基金委员会（以下简称 NSFC）；

认同 MBIE 与 NSFC 合作可带来互惠互利的科学合作机遇；

认识到新西兰科学与研究机构与 NSFC 之间已建立研究人员层面的合作关系；

考虑到双方在共同感兴趣的领域，促进科研机构间合作，以利用科学和研究发展新西兰和中国经济、环境和社会利益的意见；

因此，MBIE 与 NSFC（代表其各自拥有“双方”）共同制定科学合作安排备忘录（以下简称“备忘录”），以指导双方合作。



MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT
HĪKINA WHAKATUTUKI



新西兰商业、创新与就业部
与中国国家自然科学基金委员会
科学合作安排备忘录

新西兰商业、创新与就业部（以下简称 **MBIE**），代表新西兰科学与研究机构，与中国国家自然科学基金委员会（以下简称 **NSFC**）；

认同 **MBIE** 与 **NSFC** 合作可带来互惠互利的科学合作机遇；

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考虑到双方在共同感兴趣的领域，促进科研机构间合作，以利用科学和研究发展新西兰和中国经济、环境和社会利益的意愿；

鉴此，**MBIE** 和 **NSFC**（代指双方时简称“双方”）共同决定签订本安排备忘录（以下简称“备忘录”），以反映双方共同意愿：

一、定义

(一) “合作活动”指 MBIE 和 NSFC 根据本备忘录开展或支持的任何活动。

(二) “知识产权”指 1967 年 7 月 14 日在斯德哥尔摩签订、1979 年 9 月 28 日修订的《建立世界知识产权组织公约》中第二条所列的主题事项，且可能包括双方共同决定的其他主题事项。

(三) “联合研究”指由一方或双方提供经费支持，且由本备忘录所支持研究机构的研究人员合作开展的研究、开发、科学活动和创新。

二、目标

(一) 本备忘录的目标是：

1. 为新西兰和中国的研究人员、研究机构之间的紧密合作创造条件，以提升科学研究的卓越性、深度和影响力；
2. 在双方协商一致的领域支持建立和/或强化新西兰和中国的研究人员、研究机构之间的合作。

三、原则

(一) 本备忘录建立了 MBIE 和 NSFC 之间总体科研合作关系框架；

(二) 在遵守新西兰和中国两国适用的法律、法规和政策的前提下，MBIE 和 NSFC 将根据以下原则处理双方的关系：

1. 责任共担，遵守科研诚信，互惠互利；
2. 合作促进科研成果产出，使新西兰和中国的环境、社会、经济和其他利益最大化；
3. 在适当的情况下致力于开放科学与研究。

四、合作活动与联合研究的协调

(一) MBIE 和 NSFC 将负责对备忘录目标的进展情况
进行行政监督。

(二) MBIE 和 NSFC 每年将至少召开一次会议，讨论
并审议备忘录的进展和实施情况，以及双方的其他有关事项。

(三) 各方将分别指定一名联系人，作为本备忘录下
合作活动的主要协调人，并将在发生变化时通知另一方。

五、合作活动领域

(一) 双方将探讨在共同决定的双边优先领域开展互
利研究合作的可能性，领域包括《中国—新西兰科技合作
五年路线图安排 2023—2027》中所列的食品、环境、卫生
和生物医学。

(二) 共同感兴趣的具体合作领域将由 MBIE 和 NSFC
协商后确定。

(三) 双方将努力支持的合作活动可包括但不限于：

1. 联合资助合作研究项目；

2. 促进科研人员和信息的交流交换，包括召开学术研讨会等；

3. 促进与合作活动相关的其他形式的人员培训、能力培养等。

(四) 合作活动也可包括 MBIE 和 NSFC 共同决定的任何其他活动。

(五) 具体合作方式由 MBIE 和 NSFC 共同决定。每年的资助计划、项目评审标准和程序，以及项目管理时间表等事项可通过双方充分协商共同决定。

六、知识产权处理

(一) 双方认同，根据本备忘录开展的活动可能产生专利性成果和/或其他知识产权，并可能由此发表或传播科学成果。

(二) 本备忘录下的任何内容都无意影响科学家、研究人员个人的，以及研究机构、学术机构的现有知识产权，在任何情况下这些知识产权都应得到承认和保护。各方应严格遵守其本国包括知识产权保护在内的各项法律法规，尤其是在项目实施过程中。就本备忘录下的联合研究而言，知识产权安排应由所涉及的研究人员和研究机构视具体情况共同决定。

七、资助

(一) 本备忘录下开展的合作活动将取决于资金和资源的可用性及双方各自的优先事项和相关政策。

(二) 对于协商一致的合作活动的任何具体任务、职责和条件，将由双方视个别情况以书面形式记录。

八、其他安排

(一) 本备忘录不影响中国和新西兰之间根据其他协议开展的任何其他合作。

九、一般条款

(一) 双方将联合发布与本备忘录有关，或本备忘录产生的任何公告或信息。

(二) 未经另一方事先书面许可，双方不得在任何面向公众的传播活动中以书面、口头或电子形式使用对方的名称和/或标识。

(三) 如对本备忘录的解释或本备忘录引起的问题产生任何分歧，应由双方协商解决。

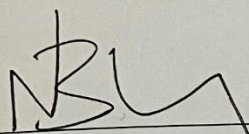
十、生效与终止

(一) 本备忘录：

1. 将自签署之日生效，有效期 5 年；
2. 可经双方书面同意修订或续签；
3. 可由任一方提前 6 个月以书面形式提出终止。

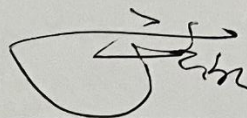
(二) 如要终止本备忘录，对在本备忘录下已开始执行但在收到终止备忘录通知之日尚未完成的合作活动，将以双方共同决定的方式管理。

(三) 本备忘录于 2023 年 11 月 29 日在新西兰惠灵顿签署，英文版和中文版一式两份，两种版本具有同等效力。



新西兰商业、创新与就业部

尼克·布雷克利， 副部长



中国国家自然科学基金委员会

于吉红博士， 副主任

29/11/23

签署日期

29/11/23

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