

**No. 18580**

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**UNITED STATES OF AMERICA  
and  
AUSTRALIA**

**Memorandum of Understanding relating to coal information  
exchange in the areas of health, safety and environment.  
Signed at Canberra on 24 and 25 October 1978**

*Authentic text: English.*

*Registered by the United States of America on 18 April 1980.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
AUSTRALIE**

**Mémorandum d'accord relatif à l'échange d'informations  
portant sur l'exploitation du charbon, dans les do-  
maines de la santé, de la sécurité et de l'environnement.  
Signé à Canberra les 24 et 25 octobre 1978**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 18 avril 1980.*

MEMORANDUM OF UNDERSTANDING<sup>1</sup> BETWEEN THE BUREAU OF MINES, UNITED STATES DEPARTMENT OF THE INTERIOR, AND THE AUSTRALIAN DEPARTMENT OF NATIONAL DEVELOPMENT RELATING TO COAL INFORMATION EXCHANGE IN THE AREAS OF HEALTH, SAFETY AND ENVIRONMENT

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*Para. A.*

- (1) The Bureau of Mines of the United States Department of the Interior (the "Bureau") and the Department of National Development of Australia (the "Department") share the objective of acquiring health, safety and environmental information to further the development of processes and equipment concerned with coal in any or all of the following areas as well as other areas as may be mutually agreed on:
1. Mining techniques and mining research,
  2. Automatic coal cutting machines,
  3. Automatic continuous measurement of coal characteristics,
  4. Liquid effluent control from mineworkings,
  5. Mine stone disposal,
  6. Noise and dust control underground and on the surface,
  7. Health of mineworkers,
  8. Air pollution control,
  9. Opencast techniques including restoration techniques.

*Para. B.*

- (2) 1. The Bureau and the Department shall exchange basic information on coal mine health and safety technology and examine the impact of environmental, health, safety, manpower, and other requirements on the production of coal.
- (3) 2. The exchange under this paragraph may include personnel, equipment and research material relating to the areas noted in paragraph 1.
- (4) 3. In this paragraph "basic information" means all technical and economic information relating to the systems set out above.
- (5) 4. There shall be excluded from information to be exchanged under B. 1 above the following categories of information:
- a. Information which the party possessing such information either does not own or does not have the right to disclose; and
  - b. Detailed drawings and manufacturing specifications in respect of prototype designs of systems relating to health, safety, and environmental matters, and detailed calculations supporting such drawings and specifications or information contained therein; for purposes of this section, "prototype" means systems or components which are built specifically to provide data for the design of commercial equipment, provided that either party may upon one month's notice in writing add to such list such systems or components as it may specify;

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<sup>1</sup> Came into force on 23 November 1978, i.e., 30 days after the date of signature by the Australian Department of National Development, in accordance with paragraph 1.

- c. Any information which related to potentially patentable inventions unless the party passing such information is satisfied that the other party has taken adequate steps towards patent protection for such information.

*Para. C.*

- (6) A review of operations under this Memorandum may be requested by either party if that party is not satisfied as to the equity or result of the exchange or the performance of the other party. If the parties are unable to resolve the issues which arise on such review, either party may terminate this Memorandum by giving not less than 30 days' written notice to the other party.

*Para. D.*

- (7) This Memorandum shall remain in force for a period of five years. The term of this Memorandum may thereafter be extended for successive periods of two years each by agreement of the parties. This Memorandum may be terminated by either party at any time upon 90 days' written notice to the other party.

*Para. E.*

- (8) 1. Any information—marked with the restrictive legend required under this paragraph and which is exchanged pursuant to this Memorandum—shall be kept in confidence by the receiving party or by contractors to the receiving party under a pledge of confidentiality to the extent permitted by its laws and regulations and shall be used by the receiving party only for experimental use and assessment of its commercial and practical value. The obligation of confidentiality imposed by this paragraph shall remain in effect no longer than necessary to protect the rights of the disclosing party and, in the absence of convincing showing by the disclosing party that the imposition of confidentiality for a longer period of time is necessary, it shall terminate as to any marked information at the end of seven (7) years from the time such information was submitted to the receiving party.
- (9) 2. Nothing in this Memorandum shall give the receiving party any rights of commercial exploitation of information received from the disclosing party or any rights in the patents of the disclosing party. Such rights may be the subject of negotiation on normal commercial terms in the future.
- (10) 3. This paragraph shall not apply to information exchanged pursuant to this Memorandum in the following categories:
  - a. Information which is or becomes part of the public domain other than through a breach of the obligations of confidentiality imposed under para. E.
  - b. Information already in the possession of one party prior to its acquisition from the other.
  - c. Information acquired by one party of this Memorandum from a third party other than information which the first party knew or had reason to know was independently acquired from the other party to this Memorandum subject to restrictions on its use of disclosure.
- (11) 4. The disclosing party shall mark each sheet of data which it wishes to restrict with the following legend: "Use or disclosure of proposed data is subject to the restriction on the title page of this proposal". The title page shall state what restrictions apply.

*Para. F.*

- (12) 1. Nothing in this Memorandum shall be construed to prohibit either party from selling to or purchasing from the other information which is excluded from exchange under this Memorandum.

- (13) 2. Each party shall notify the other of the categories of information and know-how of commercial value in its possession excluded under section 4 of para. B. Notification shall be given at regular meetings of the parties or at such times as may be appropriate.

*Para. G.*

Communications between the parties, those relating to the exchange of information, shall be made in accordance with the following arrangements:

- (14) 1. Each party shall designate an individual as Co-ordinator through whom the implementation of this Memorandum shall be co-ordinated.
- (15) 2. Each party, through its Co-ordinator, may designate correspondents for dealing with specific topics. Subject to this provision, all correspondence in connection with this Memorandum addressed to the United States of America should be addressed to the Director, Bureau of Mines, and all correspondence to Australia should be addressed to the Secretary, Department of National Development.
- (16) 3. The Co-ordinator (or other designated correspondent(s)) of each party shall send to the other's Co-ordinator or correspondent(s) lists of external and internal reports in which the basic information is contained. The receiving party may then request copies of such reports at its own expense.
- (17) 4. To review the implementation of this Memorandum and agreed procedures therefor, meetings may be held as deemed necessary, at the discretion of the Co-ordinators or their alternates, including others as the Co-ordinators may designate. Any further details may be governed by mutual discussions.
- (18) 5. Each party shall make all reasonable efforts to arrange for exchanges of personnel and such visits to its country as the other party may reasonably request. Such visits shall be at the expense of the visiting party and the host party may require employees or servants of the visiting party to enter into a personal confidentiality agreement with the host party.

*Para. H.*

- (19) The implementation of this Memorandum shall be subject to the availability of appropriated funds.

*Para. I.*

- (20) This Memorandum shall become effective 30 days after signature by the Australian Department of National Development.

For the Bureau of Mines  
United States Department of the Interior:

[Signed — Signé]<sup>1</sup>

Date: October 25, 1978

For the Australian Department of National Development:

[Signed — Signé]<sup>2</sup>

Date: 24 October 1978

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<sup>1</sup> Signed by Philip H. Alston, Jr. — Signé par Philip H. Alston.

<sup>2</sup> Signed by A. J. Woods — Signé par A. J. Woods.