

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
STATE OF VICTORIA**

And

**THE STATE OF MARYLAND**

**WHEREAS**, cooperation in fostering economic development between the State of Victoria (“Victoria”) and the State of Maryland (“Maryland”) (hereinafter collectively referred to as the “Parties”) will be mutually beneficial;

**WHEREAS**, the strengthening of economic cooperation between the Parties in creating linkages with organizations of each Party so as to attract research and development investments is both desirable and within the scope of the mission of each respective Party; and

**WHEREAS**, such cooperation will promote and further develop the existing friendly relationship between the Parties;

**THEREFORE, THE PARTIES ENTER INTO THIS MEMORANDUM OF UNDERSTANDING (“MOU”) AND AGREE TO THE FOLLOWING NON-BINDING TERMS OF COOPERATION:**

### **ARTICLE 1 PURPOSE OF COOPERATION**

The Parties share a common desire to promote the economic development of Victoria and Maryland, particularly in the life sciences. Promotion of economic development may include, but is not limited to, governmental collaboration, assisting companies and organizations from their respective territories by providing access to information, supporting businesses in their exportation and investments, assisting in research and development and other related activities, and other actions of mutual interest within the global market.

**ARTICLE 2**  
**AREAS OF COOPERATION**

Without excluding other areas of cooperation for which the Parties could subsequently agree, the Parties shall favor cooperation in the following aspects of the life sciences:

- Common research and development projects (bilateral, multilateral, and consortium) among research centers and businesses in strategic fields;
- Access to public research infrastructures;
- Trade and business missions;
- Interaction among companies and entrepreneurial accelerators; and
- Exchange of expertise, particularly in the innovation and pharmaceutical fields.

**ARTICLE 3**  
**CONSULTATION AND COORDINATION**

The Parties wish to enhance mechanisms for consultation and coordination with the public agencies, institutions, and enterprises interested in the cooperation and exchanges provided for in this MOU.

The Parties intend, to the extent possible, to provide support to the public agencies, institutions, and enterprises involved in the activities and projects that result from this cooperation and these exchanges.

The general coordination of this MOU is carried out by the State Government of Victoria, on the one hand, and by the Department of Commerce, State of Maryland, on the other hand.

**ARTICLE 4**  
**IMPLEMENTATION OF THE MOU**

Within the framework of this MOU, and subject to the availability of funds for such purpose, the Parties intend to pursue the following activities:

- The exchange of expertise and strategic information, including about funding programs to develop joint projects in the life sciences;
- Mutual access to public research infrastructures;
- Support for businesses, research centers, and other research and development organizations of Victoria and Maryland in finding potential partners for common research and development and innovation projects within the life sciences;
- The delivery of four webinars (one per quarter) to interested life science companies, two to be led by Victoria and two to be led by Maryland;
- Annual life science missions, one from Victoria to Maryland and one from Maryland to Victoria;
- When both Parties attend a healthcare, biotechnology, or medical technology conference or convention, the exchange of delegates lists and work to promote bilateral meetings and networking events attended by each Party's delegates;
- Promotion of each Party's major incubators and accelerators in the life sciences; and
- Identification of a working group to implement this MOU that involves members from both Parties and meets through videoconferencing four times per year (quarterly) to review its progress.

## **ARTICLE 5 FINANCIAL PROVISIONS**

The Parties agree that their collaboration on any activity in implementation of this MOU, including any of the above-listed activities, shall be subject to securing appropriate funding, approval of each government's respective authorities, and, as necessary, the entering into of separate agreements upon terms and conditions mutually agreed to by the Parties.

Except as otherwise agreed to by the Parties in writing, it is understood and agreed that, to the extent the Parties incur costs and expenses in carrying out the purpose of this MOU, each Party shall be responsible for its own costs and expenses.

**ARTICLE 6  
USE OF INFORMATION**

In general, information may be passed along to the each Party's respective business communities unless it has been excepted by oral request or marked as "not for dissemination" or with similar wording. Each Party understands that it is not to use the other's name or logo in promotional materials without written consent from the other Party.

Neither Party, without the prior written consent of the other Party, intends to use any information it receives from the other Party pursuant to this MOU for purposes not directly related to the exercise of this MOU.

Each Party's intellectual property policies shall apply to the activities initiated and implemented.

The implementation of this MOU and any related activities shall be in accordance with the applicable laws and regulations respective to the territory of each Party.

**ARTICLE 7  
EXPANSION CLAUSE**

The Parties may expand the scope of this MOU by mutual consent to include new areas of cooperation or to broaden or supplement existing areas of cooperation, as warranted, by the mutual signing of memoranda of understanding associated with specific sectors, activities, or projects.

**ARTICLE 8  
FINAL PROVISIONS**

The MOU shall enter into full force and effect on the day of the last signature.

The Parties will act in good faith in implementing the terms of this MOU, but will not assume any legal obligations.

This MOU will not preclude either Party from entering into a similar memorandum of understanding with another party.

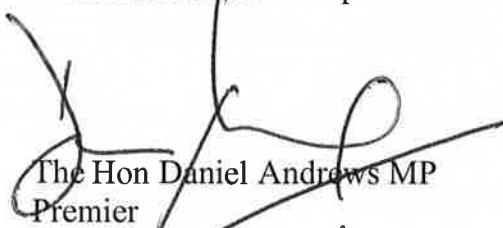
The term of the MOU is for an initial period of three years beginning on the effective date and may be extended, by mutual written assent, for successive periods of three years. The MOU may be terminated at any time by either Party with or without cause. Should a Party intend to terminate the MOU, it will aim to provide written notice to the other of such termination at least six months in advance. If such notice is given, the Parties aspire to pursue appropriate measures to ensure that any activities and projects undertaken jointly pursuant to this MOU are completed. In all instances, the Parties plan to respect Article 6 for a period of one year following termination of the MOU.

**FOR THE STATE OF  
VICTORIA**

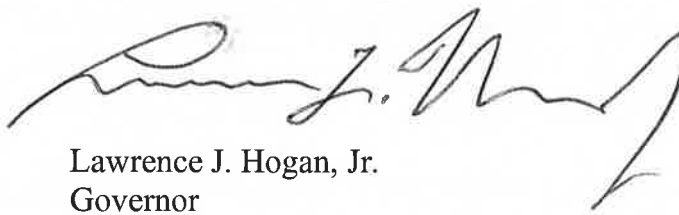
**FOR THE STATE OF  
MARYLAND**

In Melbourne on 30 September 2019

In Melbourne on 30 September 2019



The Hon Daniel Andrews MP  
Premier  
State of Victoria



Lawrence J. Hogan, Jr.  
Governor  
State of Maryland