

COOPERATION AGREEMENT

BETWEEN

THE GOUVERNEMENT DU QUÉBEC

AND

THE STATE OF MARYLAND

THE GOUVERNEMENT DU QUÉBEC,

AND

THE STATE OF MARYLAND,

Hereinafter collectively referred to as the "Parties",

WHEREAS, the development of cooperation in fostering economic development between the Parties will be mutually beneficial;

WHEREAS, the strengthening of cooperation between the Parties in creating linkages with organizations of each Party is both desirable and within the scope of the mission of each respective party by enhancing economic cooperation and attracting R&D investments;

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

AGREE TO THE FOLLOWING:

ARTICLE 1

PURPOSE OF COOPERATION

The Parties share a common desire to promote the economic development of Québec and Maryland, particularly in the fields of life sciences and public health. Promotion of economic development may include, but is not limited to, governmental collaboration, assisting companies and organizations from their respective territories through providing access to information, supporting businesses in their exporting and investment journey, assisting in the development of research and innovation partnerships, as well as supporting any other related activities and areas of mutual interest within the global market.

ARTICLE 2

AREAS OF COOPERATION

Without excluding the other sectors of cooperation which they could agree subsequently, the Parties shall favor cooperation in following areas of mutual interest:

1. Life sciences

- Common R&D projects (bilateral, multilateral and consortiums) between research centers and businesses in strategic fields;
- Access to public research infrastructures;
- Trade and business missions;
- Foster exchanges between companies and entrepreneurial accelerators in the life sciences sector;
- Exchange of expertise, particularly in the innovation and pharmaceutical fields.

2. Public Health

- Health promotion and prevention and social determinants of health, including harm reduction as a strategy to reduce negative consequences associated with drug use;
- Health protection.

ARTICLE 3

CONSULTATION AND COORDINATION

The Parties shall establish the necessary mechanisms for consultation and coordination with the public agencies, institutions and enterprises interested in the cooperation and exchanges provided for in this Agreement.

The Parties shall, to the extent possible, provide support to the public agencies, institutions and enterprises involved in activities and projects in this Agreement.

ARTICLE 4

IMPLEMENTATION OF THE AGREEMENT

Within the framework of this Agreement, and subject to the availability of funds for such purpose, the Parties convene, without excluding other means, to appeal in priority to the following activities:

- Promote the exchange of expertise;
- Facilitate mutual access to public research infrastructures;
- Exchange information on funding programs in order to develop joint projects in the field of life sciences;
- Support businesses, research centers and other R&D organizations of Québec and Maryland in finding potential partners for common research and innovation projects in health and life sciences;
- Organize strategic economic missions, information sessions and activities in Québec and Maryland in the fields of life sciences.

The Parties agree to meet every year through videoconference to enhance cooperation opportunities in the areas provided in this Agreement.

ARTICLE 5

FINANCIAL PROVISIONS

The Parties agree that their collaboration on any activity, including any of the above listed activities, shall be subject to securing appropriate funding, approval of each government's respective authorities and to 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 Agreement, each Party shall be responsible for its own costs and expenses.

ARTICLE 6

USE OF INFORMATION

In general information may be passed along to each Party's respective business communities with the exception of information that has been marked as "not for dissemination" or marked with similar wording and/or by oral request, as such. Each Party

agrees not to use the other's name or logo in publicity without written consent from the other Party.

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

The intellectual property policies in place at each institution shall apply to the activities initiated and implemented.

The implementation of this Agreement and any activity here under shall be in accordance with the respective applicable laws and regulations, in the territory of each Party.

ARTICLE 7

EXPANSION CLAUSE

The Parties may expand this Agreement by mutual consent to include new areas of cooperation or to broaden or supplement existing areas of cooperation, as warranted, by the signing of agreements, minutes, reports, or any other joint document associated with specific sectors, activities or projects.

ARTICLE 8

FINAL PROVISIONS

This Agreement shall enter into force on the date of the last signature, which shall be confirmed by exchange of letters between the Parties.

The Agreement is concluded for an initial period of three (3) years beginning on the effective date and may be extended by written agreement for successive periods of three (3) years, unless either Party gives notice to the other of termination of the Agreement at least six (6) months before the end of the first term. The Agreement ceases to exist on the first day of the sixth month following the date of receipt of the termination notice.

If such notice is given, the Parties will take the necessary measures to ensure that any activities and projects undertaken jointly under this Agreement are completed.

Signed in duplicate, in English and in French, both texts being equally authentic.

FOR THE GOVERNMENT
DU QUÉBEC

FOR THE STATE OF
MARYLAND

At Montreal, on Oct 15th, 2020 At Baltimore, on Nov 24, 2020


Madine Girault

Minister of International Relations

and La Francophonie


Kelly M. Schulz

Secretary of Commerce