### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

### THE GOVERNMENT OF KANAGAWA PREFECTURE

#### AND

THE GOVERNMENT OF THE STATE OF MARYLAND

IN THE FIELDS OF LIFE SCIENCE AND HEALTHCARE

# THE GOVERNMENT OF KANAGAWA PREFECTURE, AND THE GOVERNMENT OF THE STATE OF MARYLAND,

Hereinafter collectively referred to as the "Parties", and individually as a "Party"; "Kanagawa", and "Maryland".

WHEREAS, Kanagawa and Maryland developed a cooperative, productive, and friendly relationship through their prior Memorandum of Understanding in the Field of Life Science, dated July 15, 2019;

WHEREAS, Kanagawa and Maryland desire to strengthen their friendly relations and cooperation and collaboration on mutual activities and projects as set forth in this MOU;

WHEREAS, Kanagawa and Maryland both desire to promote cooperation and collaboration in business, economic development, health, scientific research, education, and/or technology that reflects the good will of the Parties;

WHEREAS, the Parties recognize a high potential for innovation in the fields of life science and healthcare resulting from the nexus of organizations in Kanagawa and Maryland such as research institutes, companies, and academia;

WHEREAS, the Parties intend to foster economic growth and development in Kanagawa and Maryland, while advancing science, innovation and health outcomes for citizens of each region, as well as throughout Japan and the United States;

WHEREAS, it is desired to continue the goodwill and friendship of the Sister State relationship between Kanagawa and Maryland, which has continued for more than forty years;

WHEREAS, new opportunities for collaboration, such as through business transactions, educational exchanges, and/or technology transfer, can strengthen scientific and technological development in Kanagawa and Maryland.

#### **AGREE TO THE FOLLOWING:**

### ARTICLE 1 PURPOSE

This Memorandum of Understanding (hereinafter referred to as "MOU") is to strengthen the Parties' relations with a view to carrying out activities or projects in areas of common interest likely to generate concrete benefits for Kanagawa and Maryland. The Parties encourage the development of partnerships between public, private or associative organizations and institutions, particularly those of government agencies, educational institutions, civil society, and the business community of Kanagawa and Maryland, so as to work towards economic development, educational enrichment, and sustainable environmental and social protection.

### ARTICLE 2 NON-BINDING EFFECT

This MOU expresses the Parties' good faith intention to cooperate and collaborate in carrying out the activities and projects described herein, using only their own financial and other resources. The MOU does not legally bind the Parties. In addition, the MOU is limited to (a) each Party's appropriation of sufficient funds to carry out their intended cooperation and collaboration on mutual activities and projects and (b) each Party's required compliance with its own respective laws, rules, and regulations that are applicable.

### ARTICLE 3 AREAS OF COOPERATION

Without excluding other areas of cooperation deemed strategic which they may agree upon at a later date, the Parties will cooperate and collaborate with one another in some or all of the following sectors of common interest:

- a) Life sciences, biotechnology, biohealth, medical technology, and medical equipment;
- b) Cybersecurity, artificial intelligence (AI), quantum computing, aerospace technology and research, robotics, and digital and emerging technologies;
- c) Advanced models for healthcare including the ME-BYO concept promoted by Kanagawa which encourages people to think of their mental and physical health as a continuous spectrum, rather than just being either "healthy" or sick; and
- d) Any other areas agreed to between the Parties.

### ARTICLE 4 MEANS OF ACTION

In order to achieve the objectives of the MOU and to maintain effective and continuous cooperation and collaboration, the Parties will undertake some or all of the following actions:

- a) Holding high-level government meetings to exchange on topics of common interest;
- b) Attending and participating in trade shows and other relevant meetings in both regions, both virtually and in-person;
- c) Meeting at trade shows and other similar meetings in other countries;
- d) Exchanging information, documentation, expertise, and best practices on topics of common interest;
- e) Promoting exchange of experts, professors, and professionals in the Parties' respective regions as part of training, research, and innovation activities;
- f) Organization of conferences, seminars, exhibitions, and fairs in the Parties' respective regions;
- g) Establishment of a Working Group appointed by the Parties to meet virtually on a regular basis; or
- h) Any other means of action agreed to between the Parties.

# ARTICLE 5 CONSULTATION AND COORDINATION

Each of the Parties will establish, as far as is concerned, the necessary mechanisms for consultation and coordination with those interested in the cooperation and exchanges provided for in this MOU. The Parties may encourage the participation of the public or private institutions whose activities affect the areas and sectors listed in Article 3 and who support implementation of this MOU.

### ARTICLE 6 EXCHANGE OF INFORMATION

In effecting this MOU, the Parties agree that they will exchange information. Each Party authorizes the other Party to use any exchanged information only for the purposes of this MOU, consistent with any communications and policy operations of each Party that are carried out in implementing this MOU.

### ARTICLE 7 EXPANSION CLAUSE

The Parties may expand this MOU by mutual consent to include new areas of cooperation or to increase existing levels of cooperation and supplement them, as appropriate, through the signing of a modification to this MOU.

### ARTICLE 8 FINANCIAL RESPONSIBILITY

The implementation of cooperation activities and projects under this MOU remains subject to each Party's available budgetary resources dedicated to international cooperation. Each Party is financially responsible for its own work and expenses in furtherance of this MOU and shall not impose any financial or other liability upon the other Party.

#### ARTICLE 9 NON-EXCLUSIVITY

This MOU does not limit the ability of a Party to conclude any similar arrangement with any other entity.

### ARTICLE 10 AMENDMENT AND MODIFICATION

This MOU may be amended at any time, by mutual agreement of the Parties, by means of an exchange of letters specifying the effective date of the amendment. Any such amendment or modification shall be attached to and made part of this MOU.

### ARTICLE 11 TERM OF THIS MOU

This MOU enters into force and effect on the day it is signed by the Parties ("the Effective Date") for a period of five (5) years. This MOU shall remain in force from the Effective Date for a period of five (5) years unless otherwise modified, renewed, or terminated according to the terms of this MOU. The Parties will endeavor to consult with one another on modification or renewal of this MOU prior to its five-year expiration date.

#### ARTICLE 12 TERMINATION

Either Party may terminate this MOU by giving written notice to the other Party at least thirty (30) days in advance. If such notice is given, the Parties shall take the necessary steps to ensure the completion of any activities or projects undertaken jointly in accordance with

this MOU. Upon termination, the Parties shall preserve all records derived in furtherance of this MOU.

# ARTICLE 13 DISPUTE RESOLUTION

Any dispute relating to the interpretation or application of this MOU shall be resolved by negotiation between the Parties.

# ARTICLE 14 RELATIONSHIP TO EXISTING MOU

This MOU shall replace as of its Effective Date, the existing Memorandum of Understanding between the Kanagawa Prefecture and the State of Maryland in the Field of Life Science, signed in Annapolis, Maryland, on July 15, 2019.

### **RECORD AND SIGNATURES**

Signed in Yokohama, Kanagawa, on April 15, 2025, in two equally authentic original copies in English.

FOR THE GOVERNMENT OF THE STATE OF MARYLAND

WES MOORE GOVERNOR FOR THE GOVERNMENT OF KANAGAWA PREFECTURE

KURØIWA YUJI GOVERNOR