

MEMORANDUM OF UNDERSTANDING

between

THE STATE OF SOUTH AUSTRALIA

and

THE STATE OF MARYLAND

WHEREAS, cooperation in fostering economic development between the State of South Australia (“South Australia”) 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 South Australia and Maryland in fields of mutual interest.

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

The Parties will endeavour to undertake measures aimed at creating favourable conditions for the advancement of cooperation, to their mutual benefit, including in but not exclusive to:

- defence workforce development and skills capability
- critical technologies
- cyber security
- autonomous technologies, and
- space.

This does not preclude cooperation in other areas under this MOU for which the Parties could subsequently agree.

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 Department of the Premier and Cabinet, Government of South Australia, 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 purposes, and when otherwise feasible, including within the context of relevant legislative requirements, cooperation of the Parties will be realized with ongoing assistance to support activities in both South Australia and Maryland, particularly in the sectors outlined in Article 2 of this MOU.

The Parties will endeavour to put in place appropriate operational arrangements, which may include, but are not limited to:

- common research and development projects (bilateral, multilateral, and consortium) among research centers and businesses in strategic fields
- access to public research infrastructure
- trade and business missions
- interaction among companies and entrepreneurial accelerators, and
- exchange of knowledge and expertise.

To continue to realize the ambition originally intended through this partnership and further progress cooperation areas set out in Article 2, the Parties agree to develop and adopt a Work Plan, to be agreed to by both Parties, and to be reviewed on an annual basis, to monitor the planning, implementation and outcomes of joint projects and activities.

The identification and development of activities to be included in the Work Plan, under the auspices of this MOU, will be led by the respective Party's nominated representative.

ARTICLE 5

FINANCIAL PROVISIONS

The Parties agree that their collaboration on any activity in implementation of this MOU, 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 each Party's respective business communities unless it has been accepted 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

DISPUTE SETTLEMENT

The Parties acknowledge that this MOU is not intended to create any binding legal commitments, or otherwise constitute a legally binding contractual arrangement of any kind between the Parties.

The Parties acknowledge that any dispute arising from or related to this MOU will be settled amicably by the Parties through negotiation and consultation.

ARTICLE 9
FINAL PROVISIONS

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

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

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 SOUTH
AUSTRALIA**

**FOR THE STATE OF
MARYLAND**

In _____, on _____

In _____, on _____

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In _____, on _____

In _____, on _____

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