

Manitoba



MANITOBA, CANADA



**Queensland
Government**

QUEENSLAND, AUSTRALIA

*MEMORANDUM OF
UNDERSTANDING ON ENABLING
TECHNOLOGY COLLABORATION*

BETWEEN

THE STATE OF QUEENSLAND, AUSTRALIA
("QUEENSLAND")

AND

THE PROVINCE OF MANITOBA, CANADA
("MANITOBA")

(hereinafter jointly referred to as "the Participants")

WHEREAS Queensland and Manitoba recognise the importance of enabling technologies and life sciences to the future development of their respective jurisdictions and economies;

WHEREAS Queensland and Manitoba share a strong expertise in innovation and have growing and vibrant industries and state-of-the-art research facilities and wish to pursue collaboration in innovative and emerging technologies and research;

WHEREAS Queensland and Manitoba recognise the advantages to be gained by collaborating in the development and application of these technologies;

THEREFORE Consistent with the laws and existing treaties between their respective countries, Queensland and Manitoba intend to explore and facilitate the development of mutually beneficial enabling technology, opportunities in life sciences and collaborations between governments, research and private sector organisations in each jurisdiction to secure joint benefits and joint commercial advantages.

AREAS OF CO-OPERATION

- Promote and facilitate collaboration in technological opportunities including, but not limited to:
 - o Life Sciences:
 - Biotechnology;
 - Functional foods and nutraceuticals;
 - Agri-health research; and
 - Human health research, including cancer research.
 - o Advanced composite materials.

IMPLEMENTATION

- Queensland and Manitoba recognize the benefits of ongoing, regular contact between their respective governments to promote joint research and collaborative activities. Queensland and Manitoba intend to designate state and provincial government representatives to serve as principal points of contact and liaison to promote co-operation in areas of mutual interest.
 - o At present, the Office of Biotechnology and Therapeutic Medicines and Devices in conjunction with Trade Queensland, Department of Employment, Economic Development and Innovation (Queensland), and the Department of Innovation, Energy and Mines (Manitoba) will jointly co-ordinate the implementation of this Memorandum of Understanding (MOU) under mutually defined timelines and subject to the applicable laws, policies and available resources.
- The Participants have reached an understanding that projects undertaken or jointly supported under the auspices of this MOU will be documented in writing as Appendices to this MOU and subject to the general terms of this MOU. Each Appendix should specify: the goals of the project;

action plans, timelines and milestones; the respective responsibilities and recommended contributions of each Participant; project budget and proposed funding; and define how items such as intellectual property and project assets will be addressed.

- The Participants, through this MOU, have reached an understanding that any financial, technical or intellectual property rights issues that arise during the course of an activity will be addressed by separate contracts through their identified representatives.

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- Within activities initiated under this MOU, it is the intent of the Participants that the protection of intellectual property rights will be put into effect in conformity with the respective state and national laws, rules and regulations of the Participants and within international agreements signed by the Participants and/or their respective countries.

SETTLEMENT OF DISPUTES

- It is the intent of the Participants that any differences or disputes between the Participants arising out of the interpretation, implementation and/or application of any of the provisions of this Memorandum of Understanding will be settled amicably through mutual consultation and/or negotiations between the Participants, without reference to any third party or international tribunal.

LIMITATIONS

- Neither Participant intends to be responsible for the actions of third parties or associates who may be involved in activities within the framework of this Memorandum of Understanding.
- This Memorandum of Understanding does not create any contractual, financial or other legal obligations for the Participants.

ENTRY INTO EFFECT, DURATION AND TERMINATION

- The Memorandum of Understanding will come into effect on the date it is signed by the Participants and will remain in effect for a period of three (3) years from that date. The Memorandum of Understanding can be renewed for an additional three (3) years through mutual written consent of the Participants.
- The Memorandum of Understanding may be amended with the mutual written consent of the Participants. Any such amendments will come into effect on the date determined by the Participants.
- Either Participant may terminate this Memorandum of Understanding by providing the other Participant with at least three (3) months written notice of its intention to terminate.

Signed in duplicate this 2nd day of May, 2010 in Chicago, Illinois.

For the Government of the
Province of Manitoba

For the Government of the
State of Queensland

original signed by

original signed by

The Honourable Greg Selinger
Premier

The Honourable Anna Bligh
Premier

Date: _____

Date: _____