

MEMORANDUM OF UNDERSTANDING BETWEEN
THE MINISTRY OF TRANSPORT AND COMMUNICATIONS OF FINLAND AND
THE STATE OF WASHINGTON
CONCERNING COOPERATION ON
HIGH TECHNOLOGIES AND GREEN TRANSFORMATION

The State of Washington (“Washington”) and the Ministry of Transport and Communications of Finland, hereinafter jointly referred to as the “Participants”

Considering the shared values and aspirations;

Recognizing existing collaboration between Washington and Finland;

Wishing to leverage the strengths and assets of their respective industries including research, development, innovation and business ecosystems to enhance collaboration;

Emphasizing the common need to advance green transformation of the economy and build on leadership on high technologies; and

Appreciating that Washington and Finland have a long and rich history of bilateral exchanges and cooperation in the areas of culture, science, research, and industry,

Affirm the following:

PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is for the Participants to enhance overall cooperation between their respective knowledge-based institutions, ecosystems, businesses, and government bodies. This Memorandum of Understanding will not affect the present and future rights or obligations of the Participants arising from other international agreements and treaties. This Memorandum of Understanding does not create any rights or obligations under national or international law.

SCOPE OF COLLABORATION

Strengthened cooperation in innovation, development, research, and commercial applications in the areas of high technology and green transformation.

Examples of specific and already explored sectors of cooperation include (but are not limited to):

- 5G connectivity, end-user applications utilizing new connectivity, and 6G;
- safety, efficiency, and green transformation of ports and other logistics, including digitalization and connectivity;
- green transformation of transport, including circular economy solutions for batteries;
- sustainable forestry;
- new technologies changing ways how societies interact.

MECHANISMS OF COLLABORATION

To the extent permitted by their respective laws, rules, and regulations, the Participants will endeavor to:

1. Share, as appropriate, information and experiences on policies and regulations;
2. Share and develop best practices on creating market opportunities and end-user applications for green transformation and connectivity technologies;
3. Facilitate the development of direct contacts and partnerships between relevant public and private sector actors, with the aim of linking the innovation and business ecosystems of Finland and Washington;
4. Encourage and promote dialogue, networking and cooperation between companies and research organizations through visits, workshops, meetings and other activities, which are mutually beneficial and accepted by both Participants;
5. Encourage the participation of researchers and company representatives in partnerships and joint projects in the framework of relevant national, regional, and global programs and experiment platforms; assist in creating necessary platforms to support these partnerships; and
6. Participate in other arrangements that will allow cooperation of joint activities of mutual interest.

IMPLEMENTATION

In order to facilitate cooperation under this MOU, each Participant may designate a coordinating institution or agency. Each Participant will give the other notice once a coordinating institution or agency is established and after any change is made.

RELATIONSHIP WITH NATIONAL AND INTERNATIONAL LAW

This MOU is not legally binding and is not intended to supersede national or state law or international obligations by which the Participants are bound. This Memorandum of Understanding does not constitute an international treaty and does not create any rights or obligations under international law. Nothing about this Memorandum of Understanding will be construed to limit either Participant's ability to act in accordance with their own laws, rules, regulations, or other legal authorities.

DISPUTES

The Participants will endeavor to resolve any differences derived from the interpretation or application of this MOU through discussion and negotiation.

FINANCIAL CONTRIBUTIONS

Each Participant will bear its own expenses in connection with the preparation of the above-mentioned cooperation.

INTELLECTUAL PROPERTY RIGHTS

To the extent permitted by law, Participants wishing to carry out joint research projects under this MOU will establish separate instruments to provide for the disposition of any

intellectual property that might arise from such joint research projects.

DURATION, EFFECTIVE DATE AND DISCONTINUATION

This MOU will come into effect on the date of signature and will remain in effect for a period of five (5) years. The MOU can be renewed for successive five (5) year periods by mutual understanding of the Participants.

This MOU may be amended, if jointly decided by the Participants in writing.

Either Participant may terminate this Memorandum of Understanding by providing written notification about its intention to terminate this Memorandum of Understanding. The Participants accept and acknowledge that, upon notice of termination, this Memorandum of Understanding will become void at such date identified in the notice.

The termination of this Memorandum of Understanding will not affect the validity or the duration of any specific agreement or projects or activities made under the present Memorandum of Understanding until the completion of such specific agreements, projects or activities, unless the Participants decide otherwise or unless otherwise required by law.