MEMORANDUM OF UNDERSTANDING

BETWEEN THE

JAPAN EXTERNAL TRADE ORGANIZATION

AND THE

THE COMMONWEALTH OF MASSACHUSETTS, USA,
REPRESENTED BY THE OFFICE OF INTERNATIONAL TRADE & INVESTMENT

For the promotion of business interaction between Japan and the Commonwealth of Massachusetts through mutual exchange of business and market information as well as other cooperative activities, the Japan External Trade Organization (hereinafter referred as "JETRO") and the Commonwealth of Massachusetts (hereinafter referred to as "Massachusetts") represented by the Office of International Trade & Investment (hereinafter referred to as "MOITI") have agreed as follows:

1. This Memorandum of Understanding (hereinafter referred to as "Memorandum") is aimed at establishing a cooperative framework between JETRO and MOITI (hereinafter referred to as the "Party" individually for each and the "Parties" collectively) to strengthen the partnership of the Parties aimed at facilitating business and investment opportunities between Japan and Massachusetts.

2. While working together, each Party shall abide by all relevant legal regulations and provisions of each Party.

3. In order to accomplish the objective stipulated in paragraph 1, the Parties shall mutually cooperate in the following areas :
   1) Enhance the dialogue and facilitate business opportunities between companies of both countries, by supporting the counterpart in organizing events such as trade shows and seminars to promote trade and investment between Japan and Massachusetts and dispatching business and government delegations between Japan and Massachusetts. Expected areas of cooperative activity include, but are not limited to, disseminating information of events, reaching out to participants and media, sending speakers ;
   2) Sharing information, providing introductions and promoting successful business collaboration between business enterprises in Japan and Massachusetts;
   3) Promotion of direct investment in Massachusetts by Japanese companies, with JETRO promoting and facilitating access to MOITI's offices;
   4) Promotion of direct investment in Japan by Massachusetts companies, with Massachusetts promoting and facilitating access to JETRO's offices;
   5) Development of partnership between key innovation-economy sectors of both countries through exchanging information on potential linkages and cross-promoting each other's activities. Such sectors include, without limitation, the Life Science sector, the Clean Energy Sector, and the broader IT Sector;
   6) Encourage cooperation between Japanese companies and Massachusetts companies in third countries by sharing information on collaborative work between them;
   7) Coordination of priorities of actions and program of activities, through consultation between the Parties during the programming process and information sharing on activity plans and best practices for trade promotion activities;
   8) Other public relations and cross-promotion of activities and services through cross linking of websites and information displays in their respective offices; and
   9) Any other cooperative activities for projects which the Parties mutually agree to implement as necessary.

4. JETRO will establish a point of contact for activities stipulated in paragraph 3 and any other issues related to Massachusetts under this Memorandum (hereinafter referred to as "Massachusetts Desk").

5. MOITI will establish a point of contact for activities stipulated in paragraph 3 and any other issues related to Japan under this Memorandum (hereinafter referred to as "Japan Desk").

6. Massachusetts Desk of JETRO and Japan Desk of MOITI will meet, at least once a year in June, alternating between NY and Boston, and review the implementation and operation of this Memorandum.

7. All expenses related to implementation of the cooperative activities stipulated in paragraph 3 shall be determined by mutual consultation between the Parties. No Party shall be responsible for expenditures incurred and/or paid for a particular act on the part of the other Party or third parties unless otherwise agreed in writing by the Parties in advance.

8. The Parties may contemplate that in implementing this agreement it may be necessary or beneficial to exchange trade secrets or confidential commercial information and data from time to time, and agree to undertake or procure protocols or agreements for the protection of the confidential nature of such information as may be proper and appropriate under the circumstances and applicable laws of each Party.

9. 1) This Memorandum shall become effective on the date of signature and shall continue to be in effect for a period of one (1) year.
   2) This Memorandum shall be automatically renewed unless either Party notifies the other Party of its intent to amend or terminate this Memorandum in writing by registered mail at least one (1) month before the date of automatic renewal.
   3) This Memorandum, with the exception of any obligations agreed in accordance with paragraph 8, which are legally binding and survive the termination of this Memorandum, is aimed to reflect the common objectives of the Parties, and therefore shall not be treated as legally binding.

10. 1) In the event that certain matters arise which are not stipulated in this Memorandum, each Party shall consult with the other Party and make a decision on such matters.
    2) Any dispute concerning the interpretation or application of the provisions of this Memorandum shall be settled amicably by the Parties through consultations and negotiations.

In Witness Whereof the Parties hereto have signed this Memorandum on June 11, 2014,

For the Japan External Trade Organization	For the Commonwealth of Massachusetts
Name: Hiroyuki Ishige	Name: Deval L. Patrick
Title: Chairman	Title: Governor