

Partnership agreement on science, technology and innovation collaboration between the Commonwealth of Massachusetts and the Government of Denmark

Whereas the Government of Denmark and the Commonwealth of Massachusetts, hereinafter collectively referred to as the “**Parties**”;

Acknowledging the desire to develop, strengthen and expand scientific and technological cooperation between the Parties, primarily within life sciences and healthcare, bio manufacturing, climate technology, advanced manufacturing, robotics, and artificial intelligence;

Considering the mutual interest in making progress in the above-mentioned areas through research and development (hereinafter referred to as “**R&D**”) and the resulting advantages for both Parties;

Recognizing the challenges of inspiring innovation and economic growth are of mutual concern to both Parties;

Desiring to enhance their economic competitiveness through cooperation and collaboration in R&D and to develop and strengthen economic and commercial cooperation between them.

Resolving to undertake a sustained effort to promote, facilitate and foster collaboration between private and public research institutions, businesses, non-profit organizations or other relevant entities (hereinafter referred to as “**Entities**”);

Have reached the following understanding:

ARTICLE I - Scope

1. The Parties determine that the objectives and priorities of this understanding are:

- (a) To promote science, innovation, and consequential economic development for the two Parties in life sciences and healthcare, bio manufacturing, climate technology, advanced manufacturing, robotics, and artificial intelligence;
 - (b) To promote innovation and R&D cooperation in the aforementioned sectors;
 - (c) To facilitate the identification of specific projects, partnerships or collaborations between entities from the Commonwealth of Massachusetts and entities from Denmark that could lead to new or enhanced innovation and R&D cooperation; and
 - (d) To coordinate and focus relevant government resources and programs to support R&D cooperation and commercial progress resulting from R&D projects and results.
2. The implementation of this Partnership agreement and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Party.
3. The Parties commit themselves in good faith to implement this Partnership agreement in accordance with its terms to advance the objectives set forth above.

ARTICLE II – Implementation

1. Organisations representing the Commonwealth of Massachusetts and Denmark will be responsible for the implementation of this Partnership agreement. From the Danish side, **Innovation Centre Denmark**, anchored at the Danish Agency for Higher Education and Science, will be the primary implementing organisation together with other relevant Danish institutions, depending on priority areas. From, the Commonwealth of Massachusetts, the **Massachusetts Office of International Trade and Investment** will be the primary implementing organization together with other relevant Massachusetts institutions, depending on priority areas. Collectively these organisations are referred to as the “**Implementing Entities**.”

2. The Implementing Entities for the Parties shall jointly develop a specific “**Action Plan**” focusing on one or more of the priority areas referred to in Article I (a), as determined by and agreed to by the lead Implementing Entities. The Action Plan should contain cooperative actions or, if appropriate, specific projects, studies, research and joint ventures which, if undertaken, would advance the objectives of this agreement.

3. There is no financial commitment under this Partnership agreement. The Implementing Entities will be responsible for identifying relevant funding under the Action Plan. The Action Plan should include specifications on its scope, resource allocation, administrative issues, and any other information deemed necessary for achieving the objectives outlined in this Partnership agreement.

ARTICLE III – Fair and Equitable Treatment

Subject to their applicable respective laws, regulation, rules, procedure and mechanisms, each Party shall accord fair and equitable treatment to the individuals, government agencies and other Entities of the Party engaged in the pursuit of activities under this Partnership agreement.

ARTICLE IV – Disclosures

1. The Parties agree that no confidential information shall be transferred under this Partnership agreement.
2. The Parties agree that there will be no exchange of proprietary data.
3. The Parties acknowledge that this Partnership agreement is only intended to promote cooperation between the Parties and does not create any legally binding rights or obligations. To the extent that any other provision of this Partnership agreement is inconsistent with this paragraph, this paragraph shall control.

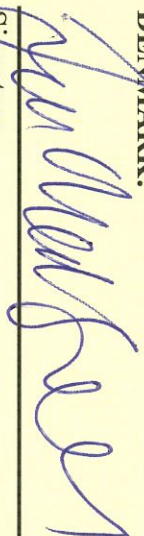
ARTICLE V – Final Provisions

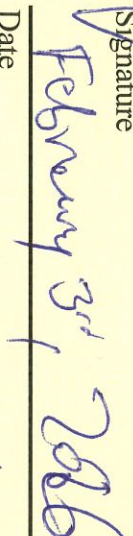
1. Cooperation under this Partnership agreement shall commence upon execution.
2. This Partnership agreement shall remain in force until the current government term of office expire, or on January 1, 2029. Either Party may terminate this Partnership agreement by written notification to the other Party. The Partnership agreement shall cease to be in force six (6) months after the date of such notification.
3. This Partnership agreement may be amended, in writing, by mutual agreement of the Parties, specifying the effective date of the amendment.
4. The amendment or termination of this Partnership agreement shall not affect the validation of arrangements and contracts already made between the Parties.
5. The application and interpretation of both this Partnership agreement and the Action Plan shall be addressed jointly by the Parties.
6. This Partnership agreement shall not affect the present and future rights or obligations of the Parties arising from other international agreements and treaties.


Signed in duplicate.

**FOR THE GOVERNMENT OF
DENMARK:**

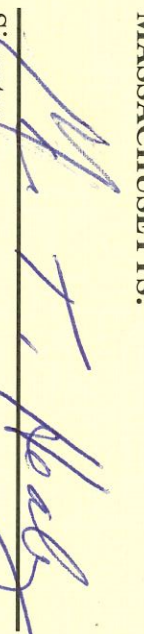
**FOR THE COMMONWEALTH OF
MASSACHUSETTS:**

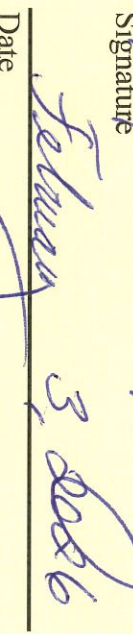



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Date


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