

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GOVERNMENT OF FINLAND  
AND THE STATE OF COLORADO  
CONCERNING COOPERATION ON THE GREEN ECONOMY AND  
ADVANCED TECHNOLOGIES

The State of Colorado (“Colorado”) and the Government of Finland, hereinafter jointly referred to as the “Participants,”

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

*Emphasizing* the common need to mitigate climate change, promote resilient societies and advance green sustainable growth;

*Considering* the shared values and existing collaboration between Colorado and Finland, including academic research and innovation cooperation related to atmospheric research and technology, aerospace industry, clean energy and energy efficiency; and overall the green and advanced technology sectors; and

*Recognizing* that Colorado and Finland have a long 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 government bodies, knowledge-based institutions, clusters and businesses. This cooperation may include, but is not exclusive to, increasing bilateral foreign direct investment, developing bilateral research and development projects, and strengthening company exchanges and expansion opportunities. This MOU will apply without prejudice to Colorado’s obligations under Colorado and United States laws. Notwithstanding the foregoing, this MOU will not affect the present and future rights or obligations of the Participants arising from other international agreements and treaties. This MOU does not create any rights or obligations under national or international law.

## **SCOPE OF COLLABORATION**

**Increased cooperation in the research, development and commercial sectors on sustainable and advanced technologies, including but not limited to:**

1. Computing technologies, including Quantum technologies and High Performance Computing;
2. Green Economy; clean energy, climate resilience, zero emission vehicles and clean transport infrastructure, building technology; and
3. Aerospace technology and applications, sensor and weather technologies, space research and space weather.

## **MECHANISMS OF COLLABORATION**

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

1. Exchange, as relevant to the scope of this MOU, information and experiences on policies and regulations;
2. Share and collaboratively develop best practices on creating market opportunities and demand for clean and advanced 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 Colorado;
4. Encourage and promote dialogue, networking and cooperation between companies, government entities, and research organizations through visits, workshops, meetings and other activities, which are mutually beneficial and acceptable to both Participants;
5. Facilitate the participation of researchers and company representatives in working groups, partnerships, and joint projects in the framework of relevant national, regional, and global programs and experiment platforms;
6. Participate in other arrangements that will allow cooperation of joint activities of mutual interest; and
7. Regularly evaluate the progress and notable outcomes of mechanisms 1 through 6, listed above, and if necessary, make mutually agreed upon alterations to the partnership to improve effectiveness.

## **IMPLEMENTATION**

In order to facilitate cooperation under this MOU, each Participant may designate a coordinating institution or agency. The Government of Finland designates the Team Finland Network as the coordinating institution of this MOU. Each Participant will give the other Participant written notice once they have designated a coordinating institution or agency and if they make any change to their institution or agency.

## **RELATIONSHIP WITH NATIONAL AND INTERNATIONAL LAW**

This MOU is not legally binding and does not supersede national law or international obligations by which the Participants are bound. This MOU does not constitute an international treaty and does not create any rights or obligations under international law. Nothing about this MOU will be construed to limit either Participant's ability to act in accordance with their own laws, rules, regulations, or other legal authorities. This MOU is not eligible for registration under Article 102 of the Charter of the United Nations.

## **DISPUTES**

The Participants will endeavor to resolve any differences derived from the interpretation or application of this MOU through discussion and negotiation. Any dispute about the interpretation or application of this MOU will not be referred to any national or international tribunal or third party for settlement.

## **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, with progress to be reviewed every one (1) year by both Participants. The MOU can be renewed for a successive five (5) year periods by mutual written agreement of the Participants.

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

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

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

This MOU was signed in duplicate on \_\_\_\_\_ in \_\_\_\_\_, Colorado, USA in the English language.

**FOR THE STATE OF COLORADO**

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Colorado Governor Jared Polis

**FOR THE GOVERNMENT OF FINLAND**

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Ambassador of Finland to the United States Mikko Hautala