

**MEMORANDUM OF COOPERATION BETWEEN
THE GOVERNMENT OF NEW ZEALAND
AND THE STATE OF COLORADO
CONCERNING COOPERATION ON SCIENCE, INNOVATION AND TECHNOLOGY**

The State of Colorado (“Colorado”) and the Government of New Zealand, 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 in mutually beneficial areas;

AFFIRM the following:

1. PURPOSE

- 1.1 The purpose of this Memorandum of Cooperation (“MoC”) is for the Participants to enhance overall cooperation between their respective government bodies, knowledge-based institutions, and businesses, and community groups.
- 1.2 This cooperation may include, but is not exclusive to, increasing bilateral foreign direct investment, developing bilateral research and development projects, strengthening company exchanges and expansion opportunities, and promoting regional technology hubs and innovation ecosystems that advance strategic industries;
- 1.3 This MoC will apply without prejudice to Colorado’s obligations under Colorado and United States laws. Notwithstanding the foregoing, this MoC will not affect the present and future rights or obligations of the Participants arising from international agreements and treaties.

2. SCOPE OF COLLABORATION

- 2.1 Increased cooperation in the research, development and commercial sectors in areas including but not limited to:
 - 2.1.1 Geothermal technologies, including conventional and enhanced geothermal systems, geothermal direct use;
 - 2.1.2 Aerospace technologies and applications;
 - 2.1.3 Quantum technologies;
 - 2.1.4 Entrepreneurship, venture capital, and startups
 - 2.1.5 Other fields as the participants may jointly decide.

3. MECHANISMS OF COLLABORATION

- 3.1 To the extent permitted by their respective laws, rules, and regulations, the Participants will endeavour to:
 - 3.1.1 Exchange, as relevant to the scope of this MoC information and experiences on policies and regulations;
 - 3.1.2 Encourage and promote dialogue, networking and cooperation between government bodies, knowledge-based institutions, and businesses, and community groups, for example, through visits, workshops, student exchanges and co-supervision, training

and capability development, and other activities, which are mutually beneficial and acceptable to both Participants.

3.1.3 Share and collaboratively develop best practices on creating market opportunities and demand for geothermal, aerospace, quantum and other relevant technologies;

3.1.4 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;

3.1.5 Coordinate cooperation with other (third) countries, directly or through multi-country forums;

3.1.6 Participate in other arrangements that will allow cooperation of joint activities of mutual interest; and

3.1.7 Other specific forms of cooperation as may be mutually decided by the Participants.

4. IMPLEMENTATION

4.1 In order to facilitate cooperation under this arrangement, each Participant may designate a coordinating institution or agency to serve as a designee on behalf of the respective Participant.

4.2 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.

5. DIFFERENCES

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

6. TREATMENT OF INTELLECTUAL PROPERTY

6.1 The Participants recognise that activities carried out under this Arrangement may produce patentable results and/or other intellectual property and may lead to publications and disseminations of scientific findings.

6.2 Nothing in this Arrangement is intended to affect any existing intellectual property rights including those of individual scientists, researchers, research organisations and academic institutions, which should in all cases be recognised and preserved. Each Participant should strictly follow its own laws and regulations, including regarding intellectual property protection particularly during the implementation of this MoC.

6.3 For any collaborative research under this MoC, intellectual property arrangements will be mutually decided on a case-by-case basis by the affected researchers and research organisations.

7. FINANCIAL CONTRIBUTIONS

7.1 Each Participant will bear its own expenses in connection with any cooperation undertaken under this MoC unless expressly and jointly decided otherwise by the Participants.

8. DURATION, EFFECTIVE DATE AND DISCONTINUATION

8.1 This MoC:

8.1.1 will come into effect on the date of signature and will remain in effect for a period of three (3) years, with progress to be reviewed every one (1) year by both Participants.

8.1.2 may be amended or its term extended with consent in writing from the Participants;

8.1.3 can be terminated by either Participant in writing with six months' notice.

8.2 In the event of termination, cooperative activities under this MoC that have commenced but not been completed at the date of receipt of notification will be managed in a manner jointly decided by the Participants.

This MoC was signed in duplicate on _____ in _____, Colorado, USA.

For the State of Colorado

For the Government of New Zealand

Governor Jared Polis

Hon. Judith Collins, KC