



Memorandum of Understanding

BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE STATE OF MAINE

GOVERNOR OF THE STATE OF MAINE and THE MINISTER OF STATE FOR BUSINESS, ENERGY, AND INDUSTRIAL STRATEGY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, hereinafter referred to as the "Participants",

WISHING to strengthen bilateral cooperation in pursuit of their ambitions to become carbon neutral by mid-century, or sooner.

WISHING to promote and foster sustainable growth, support innovation, and strengthen the global response to climate change.

RECOGNIZING that research, technology, entrepreneurship and innovation are fundamental to economic growth and prosperity; that they are global leaders in the research, development, demonstration, and innovation of low-carbon technologies; that international collaboration is mutually beneficial to their researchers and businesses; and that to succeed in the global innovation economy, there is a need to strengthen their respective abilities to accelerate the commercialization of emerging technologies and the growth of domestic firms;

ASPIRING to accelerate and secure the significant social and economic benefits that clean growth and decarbonisation deliver and to recover from the COVID19 pandemic in a manner which will build a greener and more resilient planet for vulnerable communities and future generations.

The Participants have come to the following understanding.

1. PURPOSE

The purpose of this Memorandum of Understanding ("MoU") is for the Participants to enhance cooperation between their respective government bodies, research and knowledge-based institutions, clusters, and businesses in order to support the development and deployment of advanced low-carbon technologies, in particular offshore wind and integrated energy systems.

2. AREAS OF COOPERATION

The Participants intend to cooperate on the following priority areas:

- i. Addressing technical, policy and market-based constraints to the development of offshore wind energy resources and hydrogen systems.
- ii. Proving the cross-cutting, complementary roles that, offshore wind, marine energy and hydrogen can play in achieving deep decarbonisation in sectors such as transportation and heat.

- iii. Supporting critical ecological research and managing environmental challenges associated with the development of floating offshore wind energy facilities.
- iv. Assessing and mitigating impacts to commercial and recreational fishing industries from offshore wind energy facilities.
- v. Exploring ways that offshore wind, and marine energy can address the unique energy needs of remote and island communities.
- vi. Strengthening offshore wind and hydrogen supply chains.
- vii. Demonstrating and deploying innovative offshore wind and hydrogen technologies and systems, including floating applications and offshore green hydrogen production.
- viii. Establishing workforce development and skills training programs.
- ix. Assessing ports and energy infrastructure needs associated with offshore wind energy development and hydrogen systems; and
- x. Developing strategies for ensuring a just and equitable energy transition.

3. MECHANISMS OF COOPERATION

To further improve **existing cooperation on offshore wind technologies and integrated energy systems** and subject to each Participant's absolute discretion, forms of cooperation may include:

- i. Sharing, as appropriate, scientific, technological, regulatory and policy data and experiences.
- ii. Co-hosting bilateral and multilateral meetings, workshops, and conferences.
- iii. Convening and participating in events, suitable to the circumstance, that foster supply chain opportunities in Maine and the UK, such as the Maine Science Festival, Floating Offshore Wind UK, and Global Offshore Wind 2020.
- iv. Sharing best practices in skilled trades and workforce development programs.
- v. Supporting trade and investment delegations; and
- vi. Jointly developing new programs, including policy exchange and research partnerships, to address emerging technology needs.

4. THIRD PARTY PARTICIPATION

If the Participants deem it helpful or convenient, by common decision of the Participants, individuals and entities from the private, public, academic, research, and other sectors may be invited to support the cooperative activities described herein, provided that they can directly and meaningfully contribute to achievements of the objectives of this MoU. Subject to each Participant's absolute discretion, this may include but is not limited to research institutions, economic development vehicles, non-governmental organisations, governmental and advisory bodies, private enterprise, trade associations and public-private partnerships.

5. LEGAL AND OTHER OBLIGATIONS

The Participants agree that all actions they undertake under this MoU will be subject as appropriate to national, state, and international law, and any other applicable rules and obligations. The Participants will resolve any difference derived from the interpretation or application of this MoU through discussion and negotiation.

5. INTELLECTUAL PROPERTY

In the event that any intellectual property rights should arise from activity undertaken in accordance with this MOU, the Participants understand it will be attributed and protected in accordance with the Participants' respective state and national laws, subject to any alternative arrangements that may be decided upon by those participating in the activity.

In the event that Participants wish to carry out joint research projects under this MoU, they will establish separate instruments to provide for the disposition of any intellectual property that might arise from such joint research projects.

6. COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES

- i. The Participants may designate another party or organization to implement this MoU on their behalf if they cease to be responsible for the subject matter in this MoU. The Participant designating another party or organization will notify the other Participant in writing within 60 calendar days of making this decision.
- ii. The Participants understand that cooperation under this MoU will be in part developed and carried out by various stakeholders, and that the engagement of such stakeholders will be subject to their own discretion.
- iii. The Participants will, as appropriate, encourage and facilitate the development of direct contact between interested academia, government institutions, and businesses.

7. FUNDING

- i. The Participants understand that cooperation under this MoU is subject to the interest of the respective stakeholders and the availability of their respective resources.
- ii. The Participants understand that this MoU does not commit either Participant to financially support any activity carried out under this MoU.

8. STATUS

This MoU is not legally binding under state, national or international law.

9. FINAL DISPOSITIONS

- i. This MoU will take effect on the date of its last signature by the Participants and will remain valid for a period of 5 years or until the date it is terminated, if earlier.
- ii. The Participants may amend or terminate this MoU at any time upon their mutual written consent.
- iii. A Participant may terminate this MoU without the other Participant's consent by giving a written notice of at least 90 days to the other Participant. Should this occur, the Participants will consult to determine how any outstanding matters should be addressed.

- iv. The Participants understand that the expiration of this MoU will not affect the validity of any instruments already made under this MoU.

Signed at 5:30PM (GMT), 1:30pm (EST), on Wednesday 9th December, 2020

**FOR THE MINISTER OF STATE
FOR BUSINESS, ENERGY,
AND INDUSTRIAL STRATEGY
OF THE UNITED KINGDOM
OF GREAT BRITAIN
AND NORTHERN IRELAND**



The Rt Hon Kwasi Kwarteng MP
Minister for Business, Energy
and Clean Growth

**FOR THE GOVERNMENT
OF MAINE**



Janet Mills
Governor of Maine