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improving the technological and industrial research and development cooperation and establishing a framework for such cooperation under the conditions established in the following articles. In consideration of the mutual rights and obligations hereto, the Parties hereby agree:

Article 1. Subject Matter and scope of cooperation

The purpose of this Memorandum is to facilitate the collaboration between The Parties in order to improve the overall results and expected impacts of such actions.

The activities which will be undertaken in common by The Parties are listed in Annex 1 to this Memorandum.

The Parties may from time to time wish to add other activities to the Memorandum. In such case the new activities to be added will be agreed in writing by the respective Contact Persons and be defined by an amendment of this Memorandum, simply adding a new Annex 1.

Article 2. Steering committee and implementation of cooperation

The Parties will set up a Steering Committee acting as the technical channel of communication as is necessary for the implementation of effective cooperation between them. The Steering Committee will maintain regular contacts to discuss any matter related to the cooperation described in this Memorandum or to be integrated in it.

The Steering Committee will comprise at least one member from Medicen and one member from MEDTEQ.

Article 3. Contributions and Intellectual Property

Each Party shall bear its own costs resulting from their participation in these collaboration activities, unless other agreement is reached for a particular task.

Each Party will maintain the full responsibility for its own activities, including the fulfilment of its obligations under its contract with the European Commission (if applicable) and provides no warranty, express or implied, in respect of its contribution to any activity agreed by The Parties under this Memorandum, including but not limited to those of fitness for a particular purpose and the infringement of third-party proprietary rights.

Any proprietary rights, relating to the results of activities undertaken jointly by The Parties under this Memorandum, shall be jointly held, and Each Party herewith grants the other a free, irrevocable and perpetual license to use such rights.

Nothing in this Agreement shall serve as a transfer, conveyance, sale or any other form of disposition of either Party's rights to its own intellectual property.



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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “**Memorandum**”) is hereby concluded on June 7th 2018 between:

MEDICEN PARIS REGION (hereinafter referred to as “**Medicen**”) acting on behalf of the **LASER-GO GLOBAL consortium** (hereinafter referred to as **LASER-GO GLOBAL**),

and

MEDTEQ- Innovation for Health (hereinafter referred to as “**MEDTEQ**”)

The signatories to be referred jointly as “**Parties**”.

WHEREAS

LASER-GO GLOBAL is formed by the European Strategic Cluster Partnership in Photonics for Health which holds the certificate for the European Strategic Cluster Partnership Going International (ESCP-4i) Label issued by Directorate-General for Internal market, Industry, Entrepreneurship and SMEs of the European Commission. The aim of **LASER-GO GLOBAL** is to develop the partnership into a Global Value Network bringing together the clusters and the cluster-type organizations representing the healthcare, health tech and photonics sectors in Europe, North America and Southeast Asia.

Medicen is a world class cluster for innovative therapies and advanced technologies in healthcare in the Paris region and representing **LASER-GO GLOBAL** European consortium. The mission of **Medicen** is to allow the development of industrial activities including high-level actions and to strengthen Paris Region excellence on R&D topics in the health and medical technologies fields. The cluster focuses on collaboration between three kinds of local stakeholders: innovative companies, training centres and research units, public and private, to work together on common R&D projects with international visibility. **Medicen** also enrolls in a broader perspective to open international partnerships and enhance its attractiveness.

MEDTEQ is the Quebec Consortium for Industrial Research and Innovation in Medical Technology. Its mission is to accelerate the development of innovative technological solutions to improve patients’ health and quality of life. **MEDTEQ** supports their validation and integration in the healthcare system and their impact, both locally and globally, by bringing together the complementary skills of industrial and academic partners with those of healthcare providers.

The Parties having assessed the potential benefits of a coordinated collaboration approach, have agreed to cooperate with the overall ambition to promote and facilitate joint collaborations and business opportunities between Europe and Quebec innovative ecosystems in healthcare (including photonics but not only).

The Parties share the objective to strengthen the existing economic relations based on principles of equality and reciprocity, allowing the best use of opportunities generated by technical and scientific advances,

Annex 1 – Memorandum of Understanding

between

MEDICEN and *MEDTEQ*

The planned joint activities listed below were identified as the main drivers to reach the objectives of LASER-GO GLOBAL and engage into more global bilateral collaboration in life sciences:

- To encourage, promote and facilitate joint R&D projects of mutual interest, especially related to photonics and healthcare and identify relevant national, European or international financial schemes
- To organize joint meetings, seminars and workshops together and/or with the third parties, or to facilitate networking opportunities in the context of international events organised by one of the Parties
- To organize trade missions to visit cluster members and respective healthcare ecosystems
- To organize joint participation and increase synergies in the trade shows and exhibitions in North America and Europe attended by both Parties
- To facilitate the exchange of staff between companies and/or between the cluster organizations
- To promote the dissemination of the LASER-GO GLOBAL champions and latest product offerings from each cluster among the cluster members
- To facilitate access and direct collaboration between companies in the field addressed by LASER-GO GLOBAL and more globally in the field of life sciences, as well as with any other relevant stakeholders (research institutes, physicians, incubation sites, large corporates, distributors, etc.) qualified by the Parties
- To support companies from MEDTEQ willing to address the European market by providing qualified contacts and recommendations based on the companies' needs, and vice versa
- To share relevant information related to market trends, regulatory environment or planned policies in the targeted markets, or any other important initiative or policy that may positively or negatively impact SMEs and members of the Parties.



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Contact People

LASER-GO GLOBAL contact people for the execution of this Memorandum will be:

- Alexandre DA COSTA – **MEDICEN PARIS REGION** – 3-5 Impasse Reille– 75014 Paris - France –

Office: +33 (0)1 79 68 10 88 | M: +33 (0)6 08 76 27 06 – adacosta@medicen.org

MEDTEQ contact people for the execution of this Memorandum will be:

- Diane COTE– MEDTEQ – 740 Notre-Dame Ouest, Montréal, Bureau 1400– H3C 3X6 - Canada – Office: +1 514 398-0896 - diane.cote@medteq.ca



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Signatures

For LASER-GO GLOBAL

SIGNED BY: Alexandre DA COSTA, Senior Project Manager

AFFILIATION: *MEDICEN PARIS REGION*

Date: June 7th 2018

Signature:

For MEDTEQ

SIGNED BY: Diane COTE, CEO

AFFILIATION: *MEDTEQ*

Date: June 7th 2018

Signature:

Article 4. Confidentiality

The Parties agree not to disclose privacy protected information of any of the concerned projects to any third party, unless expressly agreed by the concerned Parties in written. This article is agreed by the Parties to be legally binding.

Article 5. Legal Nature

The Parties expressly affirm that this Memorandum is not a legally binding contract, but it is intended to confirm the basic settings agreed upon and the goodwill of the Parties to materialise a fruitful collaboration.

Article 6. Term and Termination

This Memorandum shall come into force on June 7th 2018 and shall continue for five (5) years thereafter (the “Term”), unless earlier terminated as provided below. An extension of the Memorandum can be conducted through a new covenant, established during the six months period before termination.

After termination of the first two years and a half (2.5) period, this Memorandum will be formally reviewed and cooperation plan will be updated.

Notwithstanding the above, each Party may terminate this Memorandum, at any time, for any reason, upon a six (6) months prior written notice to the other Party.

Article 7. Non-Exclusive Memorandum

This Memorandum is non-exclusive and each Party reserves the right to enter into similar agreements with any other third party. Further, this Memorandum does not supersede any other written agreement between the Parties hereto.

Article 8. Miscellaneous

- (a) Assignment Neither Party may assign this Memorandum or any part thereof or any rights or obligations hereunder, without the advance written consent of the other Party.
- (b) Amendments This Memorandum may not be amended or modified except by the written consent of the Parties hereto.
- (c) Dispute Resolution In case of any dispute arising between the Parties in connection with this Memorandum, the Parties shall negotiate with each other amicably and in good faith to resolve it.
- (d) No Third Party Benefit This Memorandum is for the sole benefit of the Parties and their successors and shall not be construed as conferring any rights on any other third party.