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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 Opticsvalley and one member from OPTONIQUE.

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.

Article 4. Confidentiality



MEMORANDUM OF UNDERSTANDING

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

OPTICSVALLEY- *Au service de l’optique, de l’électronique et de l’intelligence logicielle en Ile-de-France* (hereinafter referred to as “**Opticsvalley**”) acting on behalf of the **LASER-GO GLOBAL consortium** (hereinafter referred to as **LASER-GO GLOBAL**),

and

OPTONIQUE – *Pole of excellence in Optics and Photonics of Québec* (hereinafter referred to as “**OPTONIQUE**”)

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.

Opticsvalley is a business and innovation accelerator and the Paris area cluster in photonics and high-tech. Its mission is to stimulate mutually beneficial cross-sectorial collaborations between photonics companies (mostly SMEs) and the end-users from several strategic markets, and thus to bring new sources of innovation and added value to these markets through emerging technologies.

OPTONIQUE is the Quebec cluster in Optics and Photonics. Its mission is to boost and represent Quebec’s optics-photonics ecosystem to increase its capacity to carry out structuring and value-added projects and to foster its potential for innovation, creativity and competitiveness in companies. **OPTONIQUE** aims to mobilize and federate all stakeholders in the Quebec optics-photonics community to spread and highlight their technologies and know-hows at the provincial, national and international levels.

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 photonics (including healthcare 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, improving the technological and industrial research and development cooperation and establishing a



Annex 1 – Memorandum of Understanding

between

OPTICSVALLEY and OPTONIQUE

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 photonics:

- 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 photonic 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 photonics, 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 OPTONIQUE 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:

- Lola COURTILLAT – **Opticsvalley** – 35 bd Nicolas Samson – 91120 Palaiseau - France –
Office: +33 (0)1 69 31 75 01 – Mobile: +33 (0)6 83 89 81 70 – l.courtillat@opticsvalley.org

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

- Marie-Christine FERLAND – **Optonique** – 2750, rue Einstein, bureau 317-316 – Québec QC
G1P 4R1 - Canada – Office: +1 (418) 656-9000 - marie-christine.ferland@optonique.ca



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Signatures

For LASER-GO GLOBAL

SIGNED BY: Lola COURTILLAT, Project Manager – Business & Innovation

AFFILIATION: *Opticsvalley – Au service de l'optique, de l'électronique et de l'intelligence logicielle en Ile-de-France*

Date: June 7th 2018

Signature:

For OPTONIQUE

SIGNED BY: Marie-Christine FERLAND, General Manager

AFFILIATION: *Optonique – Pole of excellence in Optics and Photonics of Québec*

Date: June 7th 2018

Signature:



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.