

AGREEMENT

BETWEEN THE PREFECTURE OF MIE AND THE STATE OF NORTH CAROLINA ON COOPERATION IN SCIENCE, TECHNOLOGY, EDUCATION, MEDICINE, BUSINESS AND GOVERNMENT

The Prefecture of Mie and the State of North Carolina (hereinafter referred to as the "Contracting Parties")

DESIRING to promote and strengthen cooperation between their respective states in the fields of science, technology, education, medicine, business and government on the basis of respect for the principles of equality, sovereignty and mutual benefit;

TAKING into consideration that such cooperation shall promote the strengthening of friendly relations between the two states;

CONSCIOUS of the benefit to be derived by the Contracting Parties from cooperation in science, technology, education, medicine, business and government;

HAVE AGREED AS FOLLOWS:

ARTICLE I

The Contracting Parties shall, in accordance with the laws and regulations of their respective states, promote scientific, technical, educational, medical, business, governmental *and other relevant forms* of cooperation between the two states in all spheres of mutual interest and shall, by joint agreement, determine the areas and subjects of such cooperation.

ARTICLE 2

The scientific, technical, educational, medical, business, governmental *and other relevant forms of* cooperation referred to in Article I shall include:

- (a) promotion of digital communities;
- (b) connection between schools via the Internet and the potential for students to be exchanged for brief periods of time;
- (c) exchange of courses between universities in North Carolina and Japan will be agreed to by the President of the University of North Carolina System and by the Chancellor of participating universities who develop cooperative relationships;

- (d) exchange of specialists in science, technology, education, medicine, business and government;
- (e) exchange of scientific, technical, educational, medical, business and governmental information;
- (f) transfer of scientific, technical, educational, medical, business and governmental knowledge and experience;
- (g) recruitment of scientists, engineers, educators, and other technical personnel in each other's state to undertake projects;
- (h) organization of bilateral seminars, symposia and conferences on subjects of mutual interest;
- (i) promotion of technology-transfer, technology-trade and education;
- (j) other forms of cooperation to be determined jointly by the Contracting Parties.

ARTICLE 3

To implement the cooperation envisaged under Articles 1 and 2 of this Agreement, the executing agency and other agencies, research institutes and universities of the states of each Contracting Party may negotiate and conclude with the corresponding executing agency and other corresponding agencies, research institutes and universities of the other Contracting Party and vice versa, concrete project agreements and programs of cooperation, including their financing. Other agencies, research institutes and universities of the state of each Contracting Party shall keep its executing agency informed of their dealings with other corresponding agencies, research institutes and universities of the other Contracting Party.

ARTICLE 4

The North Carolina Governor's Office of Technology and Board of Science and Technology and Mie Prefecture [working through the Digital Communities Promotion Council Preparation Office] and other entities they might select shall be the executing agencies responsible for the implementation of the present Agreement. Representatives of the Contracting Parties shall meet when necessary to review progress in the implementation of the agreed arrangements and to define new areas and programs of cooperation as well as to discuss matters related to the present Agreement.

ARTICLE 5

Each Contracting Party may, at its discretion, nominate a technology liaison officer within an appropriate office in the state of the other Contracting Party.

ARTICLE 6

Each Contracting Party, in accordance with the laws and regulations of their respective states, *agrees* not to pass scientific, technological, educational, medical, business and governmental information received from the other Contracting Party, or the results of joint scientific and technical cooperation within the framework of this Agreement, to any third party without the official consent of the other Contracting Party.

ARTICLE 7

The economic benefits, which may be generated from cooperation under this Agreement, shall be shared by the Contracting Parties according to their respective contributions. Specific agreements pertaining to patents, copyrights, royalties and other aspects of scientific, engineering, and technological developments shall be prepared as needed in order to establish specific details of sharing.

ARTICLE 8

Funding for cooperation within the framework of the present Agreement shall be guided by the following principles:

- (a) As a rule, expenses of exchanges and visits shall be borne by the Party sending the delegation unless agreed to separately; and
- (b) The financial arrangement relating to each project agreement and program of cooperation will be in accordance with the specific agreement and the program of cooperation covering each project.

ARTICLE 9

The cooperating partners agree that every attempt shall be made to make this a virtual relationship that works to develop the connectivity of the projects through the use of telecommunications.

ARTICLE 10

This Agreement may be amended by the mutual consent of the Contracting Parties.

ARTICLE 11

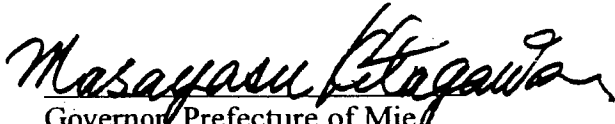
- (a) This Agreement shall begin on the date of its signing and remain in force for a period of five years. It shall continue to be in force for successive periods of five years each unless either of the Contracting Parties notifies the other party in

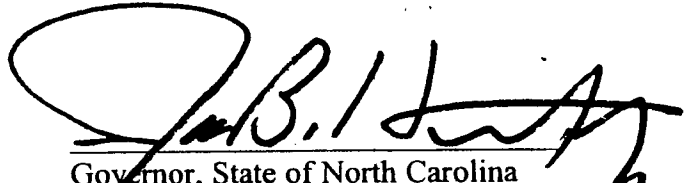
writing of its desire to terminate it six months before the expiration of its initial or extended period.

- (b) The termination of this Agreement shall not affect the implementation of the projects or programs established under it prior to such termination.

IN WITNESS WHEREOF, the undersigned have entered into this Cooperation Agreement.

Done in Raleigh, on the 5th day of May, _____ in English and Japanese language. NC, USA


Governor, Prefecture of Mie
JAPAN


Governor, State of North Carolina
UNITED STATES OF AMERICA