

**MEMORANDUM OF UNDERSTANDING:
BINATIONAL INNOVATION AND COLLABORATION**

This Memorandum of Understanding (“MOU”) is entered into as of the 11th day of June, 2014, by and among the signatory public and private entities, including but not limited to non-profit organizations, economic development corporations and collaborations, local government organizations, chambers of commerce, and similar organizations both in the United States and Canada (each an “Entity” or collectively “Entities”). The Entities signing this MOU may also be referred to as “Parties,” or each a “Party.”

RECITALS

Whereas, the Parties to this MOU recognize the strong economic potential of the Binational Blue Water Region of Southwest Ontario and East Michigan and seek to work together to cooperatively market the Parties’ competitive and complementary assets to promote trade, transportation, and economic growth in the region;

Whereas, the Parties desire and intend to mutually cooperate and collaborate with each other on the following opportunities for collaboration (“Opportunities”):

1. Joint marketing initiatives to promote transportation corridors that link Ontario and Michigan.
2. Business-to-business engagements designed to enhance trade opportunities and expand existing clusters.
3. Cross promotion of trade resources to assist companies to conduct international commerce.
4. Coordinating joint events, such as conferences, business networking, educational programming or forums.
5. Conducting awareness campaigns regarding best practices that promote: the I-69/401/402 corridor; cluster development in agriculture, automotive technologies, including lightweight or composite materials, or bio-based industries; immigration strategies; policies that improve international trade.
6. Sharing of university or other research or reports related to the above topics.

Now, Therefore, the Parties agree as follows:


1. To mutually cooperate and collaborate to support and assist with the implementation of Opportunities;
2. To freely discuss and exchange ideas and concepts regarding infrastructure needs, marketing, policy, talent, supply chain solutions, value-adding propositions, job creation, regional competitiveness, and innovation;
3. To act positively to enhance the image of each Party; and
4. To support the fulfillment of the Opportunities in a non-competitive, mutually-beneficial environment.


Further, the Parties agree that:

This MOU is a non-binding collaboration with a one-year term ("Term") that will be automatically extended for successive one-year terms (each an "Extended Term Year") unless a Party wishes not to extend the Term or any Extended Term Year as to that Party. The Party wishing not to extend the Term or any Extended Term Year shall provide written notice to the other Parties no later than sixty days prior to the end of the Term or any Extended Term Year as the case may be. The non-extension shall only apply to the Party providing such notice.

In addition, each Party shall have the right to terminate this MOU for any reason upon 60 days written notice to the other Parties. Such termination shall only apply to the Party providing such notice.

This MOU is not legally binding on any Party. Each Party is responsible for its own costs and expenses. No legal rights or liabilities between and among the Parties are created. This MOU is not intended to, and shall not be construed to, create a joint venture, agency, partnership, interlocal agreement, governmental body, or association. No person or entity may rely on this MOU for any reason whatsoever.

Organization Name <i>I-69 International Trade Committee</i>	Representative Name <i>Paul J. Brake</i>
Date <i>June 11, 2014</i>	Representative Title <i>Chair</i>
	Signature 

Organization Name <i>Detroit Regional Chamber</i>	Representative Name <i>Benjamin Erulkar</i>
Date <i>June 11, 2014</i>	Representative Title <i>Vice President, Economic Development</i>
	Signature 

Organization Name <i>SWEA</i>	Representative Name <i>JOHN GRACE</i>
Date <i>June 11 / 2014</i>	Representative Title <i>Chair</i>
	Signature 