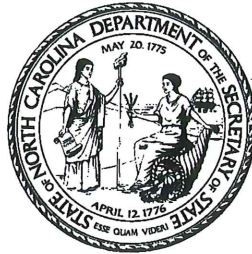


STATE OF NORTH CAROLINA



Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **Elaine F. Marshall**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true and original as authorized under the General Statutes of the State of North Carolina and the Governor of North Carolina.

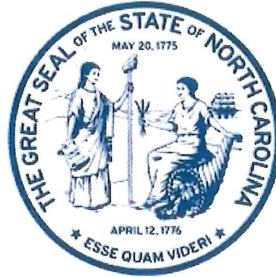
This is to further certify that the attached MEMORANDUM OF UNDERSTANDING ON COOPERATION AND TRADE RELATIONS BETWEEN THE STATE OF NORTH CAROLINA IN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND was signed on July 15, 2022, by Roy Cooper, Governor of the State of North Carolina, and attested by Elaine F. Marshall, Secretary of State in Raleigh, North Carolina, and on July 22, 2022, signed in London, England by Penny Mordaunt, Minister of State at the Department for International Trade.

In addition, it is certified that this document has been delivered to the Secretary of State of North Carolina pursuant to the law.N.C.G.S.66-280 for filing.

In Witness Whereof, I hereto set my hand and affixed my official seal at the City of Raleigh, this the 15th day of August, 2022.



Elaine F. Marshall
Secretary of State



MEMORANDUM OF UNDERSTANDING ON COOPERATION AND TRADE RELATIONS

between

THE STATE OF NORTH CAROLINA IN THE UNITED STATES OF AMERICA

and

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

This Memorandum of Understanding ("MoU") is made by and between the State of North Carolina in the United States of America ("NC") and the Government of the United Kingdom of Great Britain and Northern Ireland ("the UK"), collectively the "Participants".

WHEREAS, the Participants aim to deepen their already well-established relationship in order to enhance trade relations, promote economic development, increase investment in both NC and the UK, and address climate change; and

WHEREAS, the Participants support the goals of the Paris Agreement, recognise the urgency of addressing global climate change and aim to strengthen bilateral cooperation to achieve net-zero greenhouse gas emissions by mid-century, or sooner, by decarbonising their economies, promoting sustainable growth, and building skilled and modern workforces; and

WHEREAS, Climate change impacts and economic disparities disproportionately burden communities of colour, low-income communities, and indigenous communities, and the Participants support climate solutions, economic investment, and business opportunities that equitably benefit these communities; and

WHEREAS, the Participants aspire to accelerate and secure the significant social and economic benefits that clean growth and decarbonisation deliver and to recover from the COVID-19 pandemic in a manner that supports a sustainable environment for current and future generations; and

WHEREAS, the Participants are global leaders in the research, development, demonstration, and innovation of clean, zero- and low-carbon technologies; and

WHEREAS, the Participants recognise that research, technology, entrepreneurship and innovation are fundamental to economic growth and prosperity; that international collaboration benefits researchers and businesses by accelerating the commercialisation of emerging technologies and the growth of domestic firms; and that to succeed in the global innovation economy there is a need to strengthen their respective abilities to accelerate the commercialisation of innovation, including emerging technologies to accelerate growth of domestic firms, and to recognise the mutually enabling relationship between innovation and trade; and

NOW, THEREFORE, the Participants, in the spirit of promoting closer relationships, intend to further support and work cooperatively within the boundaries of existing laws and treaties in their respective jurisdictions on goals and issues as set forth below.

Section 1. Purpose

This MoU sets forth goals and activities that the Participants may undertake to strengthen their economic ties in the transition to a clean energy economy.

Section 2. Goals

The Participants of this MoU have decided to cooperate in fulfilling the following goals:

- i. Achieving net zero greenhouse gas emissions as soon as possible, but no later than 2050, by accelerating the development and deployment of clean energy industry and technologies, such as photovoltaic solar, offshore wind, electric vehicles, battery storage, and other innovations critical to economy-wide decarbonisation, and by ensuring a just transition for workers affected by the shift towards a low-carbon economy.
- ii. Increasing economic opportunities for the Participants' citizens and residents, particularly in previously underinvested regions, by identifying, anticipating and addressing barriers to free and open trade, increasing investment and enhancing business networks, including those of women- and minority- owned businesses.
- iii. Strengthening people-to-people ties between the Participants to support the ongoing evolution and growth of the United States-United Kingdom relationship.
- iv. Promoting equity and environmental justice through economic development and climate action.

- v. Prioritising and advancing opportunities in their government procurement processes.

Section 3. Activities

To achieve the goals described above, the Participants may carry out the following activities:

- i. Best Practice Exchange. Share information and best practices in areas such as policy and program design and implementation; capacity-building and development of expertise to foster innovation across all sectors; data gathering and usage; supply chain development; high labour standards and workforce training; electricity system modernisation; and government lead-by-example, sustainability, equity, and environmental justice.
- ii. Government Missions. Conduct virtual and in-person missions with the Participants' government officials to deepen coordination on policy and market development and remove barriers to trade and investment.
- iii. Private-Sector Partnership Development. Facilitate introductions and partnerships among private sector companies to strengthen clean energy markets and increase competitiveness in domestic and global markets through meetings, worker exchange programs, and regional arrangements. Participants will include a particular focus on increasing opportunities for women- and minority- owned businesses.
- iv. Higher Education Partnerships. Connect researchers, students, and thought leaders for information sharing, collaborations, and other types of cooperation.
- v. Joint Projects and Events. Collaborate on joint events such as symposia, seminars, workshops, exhibitions, and trainings.
- vi. Capital Investment. Facilitate introductions and explore opportunities for public and private sector institutions to invest capital in sectors, including but not limited to clean energy, infrastructure, affordable housing, life sciences, and advanced technology.

Section 4. Implementation

The Participants will inform and consult with one another on matters of common interest that represent opportunities for mutual benefit and are consistent with this MoU.

The Participants will meet periodically in the form of a working group to coordinate the implementation of the MoU. This MoU does not create an enforceable legal obligation for either Participant to undertake or to financially support any activity. Participation in

implementation of this MoU by academia, businesses, local jurisdictions, and other stakeholders is subject to their own discretion and resources.

The UK may also raise issues of opportunity and mutual interest relating to territories for whose international relations the United Kingdom is responsible, where appropriate, namely the Channel Islands & the Isle of Man and the Overseas Territories.

Section 5. Legal and Other Obligations

This MoU is not legally binding under state, national or international law. The Participants confirm 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 acknowledge that this MoU, and any other arrangements executed in furtherance of this MoU, may be subject to disclosure under public records laws.

The Participants will resolve any difference derived from the interpretation or application of this MoU through discussion and negotiation.

Section 6. Intellectual Property

Any intellectual property brought by one Participant for the implementation of this MoU will remain the property of that Participant.

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, and where appropriate, it will be subject to separate and specific arrangements concluded between the Participants 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.

Section 7. Final Provisions

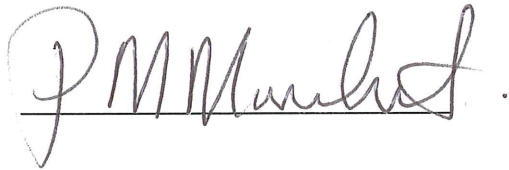
- i. This MoU will take effect on the date of its last signature by the Participants and will continue to have effect for a period of five (5) years or until the date it is terminated or renewed.
- ii. The Participants may amend or terminate this MoU at any time upon their mutual written consent.
- iii. Either Participant may terminate this MoU without the other Participant's consent by giving written notice of at least 90 days' to the other Participant. In this case, the Participants will consult to determine how any outstanding matters should be resolved.

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

The foregoing record represents the understandings reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the State of North Carolina in the United States of America upon the matters referred to therein.

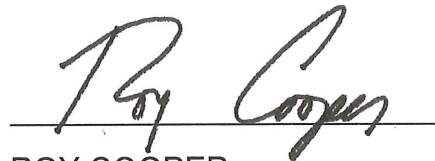
For the Government of the United Kingdom of Great Britain and Northern Ireland

For the State of North Carolina



Department for International Trade

20/7/22
Date



ROY COOPER
Governor

7/15/22
Date



ELAINE F. MARSHALL
Secretary of State

July 15, 2022
Date

