

MEMORANDUM OF UNDERSTANDING ON COOPERATION AND TRADE RELATIONS

BETWEEN

**THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND
THE STATE OF SOUTH CAROLINA IN THE UNITED STATES OF AMERICA**

This Memorandum of Understanding (“MOU”) is made by and between the Government of the United Kingdom of Great Britain and Northern Ireland (“the UNITED KINGDOM”) and the State of South Carolina in the United States of America (“SOUTH CAROLINA”), (collectively, the “Participants” and each a “Participant”)

1. PURPOSES

- a. The purposes of this MOU are:
 - i. To promote a relationship of cooperation between SOUTH CAROLINA and the UNITED KINGDOM, to establish parameters of such cooperation, and deepen ties and address barriers in the areas of trade and investment, with the ability to add additional sectors at a later date as needed;
 - ii. To collaborate in furtherance of the objectives outlined herein;
 - iii. To increase economic opportunity for their respective citizens; and
 - iv. To strengthen the long-standing bond between the people of SOUTH CAROLINA and the UNITED KINGDOM.

2. PRIORITY SECTORS

- a. The Participants have decided to prioritise the following sectors by collaborating on research and development opportunities, where applicable, and facilitating increased trade opportunities:
 - i. Automotive sector (including electric vehicles and EV components)
 - ii. Life sciences sector
- b. The Participants will also explore opportunities to encourage further economic growth and capitalise on innovation, including in ways that facilitate sustainability, protect the natural environment, and support workers and communities by creating high-quality jobs and bolstering traditional economic workforces.

3. PROCEDURES FOR COOPERATION

- a. In furtherance of the purposes of this MOU, as articulated in Section 1, the Participants may carry out the following activities:
 - i. Discuss best practices for cooperation as well as exchanging information in the priority sectors identified in Section 2 herein, and matters relating to the interaction between innovation and trade, such as regulatory approaches that facilitate innovation;
 - ii. Develop a closer working relationship as a means to identify and prioritise areas of cooperation;

- iii. Identify, anticipate and where appropriate, address barriers to trade and investment, including barriers arising from innovation;
 - iv. Foster meaningful and collaborative engagement across a variety of mediums, including through visits and missions;
 - v. Facilitate introductions and explore opportunities for public and private sector institutions to invest capital in sectors, including but not limited to, clean energy, infrastructure, real estate, life sciences (including healthtech), and advanced technology; and
 - vi. Provide guidance to vendors seeking information regarding applicable government procurement opportunities and processes.
- b. The South Carolina Department of Commerce, on behalf of SOUTH CAROLINA, and the British Consulate General Atlanta, on behalf of the UNITED KINGDOM, will form a working group to meet periodically to coordinate and implement these activities pursuant to the MOU.
 - c. Where appropriate, the UNITED KINGDOM may also raise issues of opportunity and mutual interest relating to territories for whose international relations the UNITED KINGDOM is responsible, namely the Bailiwicks of Guernsey and Jersey & the Isle of Man and the Overseas Territories.

4. IMPLEMENTATION

- a. SOUTH CAROLINA designates the South Carolina Department of Commerce and the UNITED KINGDOM designates the British Consulate General Atlanta (collectively, the “Designees” and each a “Designee”) as the coordinating authorities for all state agency interactions related to this MOU.
- b. The Designees will coordinate the implementation of the MOU, as appropriate, between and among entities in SOUTH CAROLINA and the UNITED KINGDOM. The Designees may generate a timeline to foster regular interaction and provide direction in the implementation of this MOU to ensure progress in areas of mutual benefit.

5. INFORMATION SHARING AND CONFIDENTIALITY

- a. The Participants confirm that the information exchanged under this MOU will only be disclosed to third parties by mutual consent of the Participants in accordance with Section 6 herein and in a manner consistent with the objectives of the MOU.
- b. In circumstances where either Participant is legally obliged to disclose any information related to this MOU under applicable law, by court order, or for another reason, it will notify the other Participant before doing so.

6. THIRD PARTY PARTICIPATION

- a. The Participants acknowledge and agree that individuals and entities from the private, public, academic, research, and other sectors may be invited to support the cooperative activities described herein, provided that they can directly and meaningfully contribute to the achievements of the objectives of the MOU. Subject to each Participant’s absolute discretion, this support may include, but is not limited to, participation by research institutions, economic development organisations,

non-governmental and advisory bodies, private enterprise, trade associations, and public-private partnerships.

7. COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES

- a. The Participants understand that cooperation under this MOU may be in part developed and carried out by various third-party stakeholders, and that the engagement of such stakeholders will be subject to their own discretion as set forth in Section 2 herein.
- b. The Participants will, as appropriate, encourage and facilitate the development of direct contact with and among interested academia, government institutions, and businesses.

8. LEGAL AND OTHER OBLIGATIONS

- a. This MOU is not legally binding under state, national, or international law.
- b. The Participants understand 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.
- c. This MOU does not affect the rights of and obligations of third parties or the rights of the Participants to conclude arrangements or agreements with respect to any matter described in this MOU.
- d. The Participants are committed to acting in good faith and will resolve any difference about the interpretation or application of this MOU through discussion and negotiation.

9. INTELLECTUAL PROPERTY

- a. 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, subject to any alternative arrangements that may be decided by those participating in the activity.
- b. In the event that the 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.

10. COSTS

- a. This MOU does not involve or require the commitment or transfer of financial or material resources by or between the Participants.

11. ENTRY INTO OPERATION, AMENDMENT AND TERMINATION

- a. This MOU will come into operation on the date of signature and will continue in operation until terminated by either Participant. The Participants may amend this MOU at any time upon their mutual written consent. Either Participant may terminate this MOU by providing 10 days' written notice of its withdrawal to the other Participant.

12. PARTICIPANT ADDRESSES

a. For all purposes of this MOU, the addresses of the Participants are:

SOUTH CAROLINA DEPARTMENT OF COMMERCE
1201 Main Street, Suite 1600
Columbia, SC 29201

BRITISH CONSULATE GENERAL
133 Peachtree Street NE, Suite 3400
Atlanta, GA 30303

The foregoing record represents the understandings reached between the representatives of the UNITED KINGDOM and SOUTH CAROLINA upon the matters referred to therein.

This MOU is signed on 7 December 2022 at the South Carolina State House in Columbia, South Carolina by:

SOUTH CAROLINA

UNITED KINGDOM

Henry McMaster
Governor
State of South Carolina
United States of America
For the State of South Carolina

The Rt Hon Greg Hands
Minister of State for Trade Policy
United Kingdom
For the United Kingdom of Great Britain
and Northern Ireland