

Memorandum of Understanding Regarding the Transport Industries of Michigan and Australia

THE GOVERNMENT OF THE STATE OF MICHIGAN and **THE AUSTRALIAN GOVERNMENT** represented by the Department of Infrastructure, Regional Development and Cities, hereinafter referred to as the "Participants",

WISHING to strengthen bilateral cooperation across their respective mobility, automotive and technology sectors in order to promote and foster sustainable growth and support innovation;

RECOGNIZING that research, technology, entrepreneurship and innovation are fundamental to economic growth and prosperity; that they are global leaders in the collaborative research, development, demonstration, and innovation of future transport technologies; that international collaboration is mutually beneficial to their transport and educational institutions, researchers and businesses; and that to succeed in the global innovation economy, there is a need to strengthen their respective abilities to accelerate the commercialization of emerging technologies and the growth of domestic firms;

ASPIRING to accelerate and secure the significant social and economic benefits that future transport technologies suggest for future generations and vulnerable sectors of society around the world;

To further these goals, the Participants have come to the following understanding:

a. PURPOSE

The purpose of this Memorandum of Understanding ("MoU") is for the Participants to enhance cooperation between their respective government bodies, knowledge based institutions, clusters, and businesses in all areas of future transport research, technology, entrepreneurship and innovation, reflecting their great potential social and economic benefits.

b. OBJECTIVES OF COLLABORATION

- i. **Increase cooperation in future transport technologies**, which, subject to each Participant's absolute discretion, may include:
 - a. Sharing, as appropriate, scientific, technological, regulatory and policy data and experiences;
 - b. Co-hosting bilateral and multilateral meetings, workshops and conferences, including those devoted to technology deployment and policy;
 - c. Sharing best practices in skilled trades and workforce development programs;
 - d. Jointly developing new programs to address emerging technology needs; and
 - e. Creating a joint taskforce to provide advice on strengthening the Australia/Michigan transport technology clusters, supporting the enterprises that form this cluster, and linking coordinating bodies such as the Michigan Council on Future Mobility.
- ii. **Enhance our interconnected automotive supply chain**, which, subject to each Participant's absolute discretion, may include establishing and promoting events to foster supply chain opportunities in Michigan and Australia, such as Michigan's Pure Michigan Business Connect program or ITS Australia's exhibition and conference.

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Memorandum of Understanding Regarding the Transport Industries of Michigan and Australia

- iii. **Promote the demonstration and deployment of innovative transport technologies and processes**, which, subject to each Participant's absolute discretion, may include:
 - a. Supporting bilateral cooperation on connected, automated and autonomous vehicle technologies that leverages existing test beds operated by research collaborators, including but not limited to:
 - 1. Austroads;
 - 2. ITS Australia;
 - 3. The Australian Integrated Multimodal EcoSystem (AIMES) Consortium;
 - 4. American Centre for Mobility;
 - 5. MCity; and
 - 6. The Ann Arbor Connected Vehicle Test Environment (AACVTE).
 - b. Supporting bilateral cooperation and automotive supplier and aftermarket development collaboration that leverages existing institutions, including but not limited to:
 - 1. Automation Alley (Detroit, Michigan);
 - 2. Specialty Equipment Market Association (SEMA); and
 - 3. Center for Automotive Research (CAR) (Ann Arbor, Michigan).
- iv. **Promote research collaboration on innovative transport systems** which, subject to each Participant's absolute discretion, may include:
 - a. Supporting bilateral cooperation and transport research collaboration that leverages existing institutions, including but not limited to:
 - 1. University of Melbourne Department of Infrastructure Engineering;
 - 2. University of Michigan Transportation Research Institute (UMTRI);
 - 3. University of Michigan Data Science Center; and
 - 4. Michigan State University.

c. LEGAL AND RELATED CONSIDERATIONS

The Participants accept that all actions they undertake under this MoU will be subject as appropriate to national and state laws, and any other applicable rules and obligations.

d. INTELLECTUAL PROPERTY

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 upon by those participating in the activity.

e. COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES

- i. The Participants may designate another partner or organization to implement this MoU on their behalf if they cease to be responsible for the subject matter in this MoU. The Participant designating another partner or organization will notify the other Participant in writing within 60 calendar days of making this decision.
- ii. The Participants understand that cooperation under this MoU will be largely developed and carried out by research collaborators; in addition, a wide range of major stakeholders will be kept informed by – and offer advice to – the Participants; the engagement of such stakeholders will be subject to their own discretion.

Memorandum of Understanding Regarding the Transport Industries of Michigan and Australia

- iii. The Participants will, as appropriate, encourage and facilitate the development of direct contact between interested academia, government institutions, and businesses.
- iv. Regular meetings to develop collaborative opportunities and review progress will be conducted by the Participants and research collaborators.

f. FUNDING

- i. The Participants understand that cooperation under this MoU is subject to the interest of the respective stakeholders and the availability of their respective resources.
- ii. The Participants understand that this MoU does not commit either Participant to financially support any activity carried out under this MoU.
- iii. Each Participant will bear its own costs incurred in connection with this MOU.

g. STATUS

This MoU is not legally binding under national or international law. It does not restrict cooperation by the Participants with any other partners.

h. FINAL DISPOSITIONS

- i. This MoU will take effect on the date of its last signature by the Participants and will remain valid for a period of 5 years or until the date it is terminated, if earlier.
- ii. The Participants may amend or terminate this MoU at any time upon their mutual written consent.
- iii. A Participant may terminate this MoU without the other Participant's consent by giving a written notice of at least 90 days to the other Participant. Should this occur, the Participants will consult to determine how any outstanding matters should be addressed.

Signed at University of Melbourne on October 1st, 2018.

**FOR THE DEPARTMENT OF
INFRASTRUCTURE, REGIONAL
DEVELOPMENT AND CITIES**

FOR THE GOVERNMENT OF MICHIGAN



The Hon Andrew Broad MP
Assistant Minister to the Deputy Prime Minister



Rick Snyder
Governor of Michigan

