

STATEMENT OF INTENT

between

**the United States Department of State
and
Ministry of Science and Higher Education of the Republic of Poland**

The U.S. Department of State and the Ministry of Science and Higher Education of the Republic of Poland (hereinafter referred to as the “Participants”),

Taking into account the mutual desire of the Government of the United States of America and the Government of Poland to cooperate in facilitating and advancing innovation and research and development collaboration in both the United States and Poland;

Acknowledging the diverse joint activities related to innovative collaboration now ongoing in the United States and Poland and desiring to further their cooperation on issues critical to the promotion of innovation, including access to capital, the commercialization of technology, promoting collaboration in key sectors, expanding regional innovation clusters and fostering the innovation ecosystem;

Hereby record their intent to cooperate as stated below in this Statement of Intent (SOI):

Section 1: Subject of Statement of Intent

Through the Poland-U.S. Innovation Program (hereinafter referred to as “PLUS-IP”), which is expected to be managed by the Poland-U.S. Innovation Program Council (hereinafter referred to as “PLUS-IC”), the Participants intend to support shared strategic priorities in innovation. All activities and discussions are intended to be in accordance with applicable national laws and regulations of the states of the Participants.

The PLUS-IC is expected to advance a bilateral policy dialogue on promoting strategic priorities in innovation collaboration, and serve as a forum for formulating and implementing joint activities to promote innovative cooperation.

The initial Sub-Committees for discussion and cooperation within PLUS-IP are expected to include but may not be limited to:

- **Technical Subcommittee for Establishing the Funds** – Build upon mechanisms successfully implemented in the past by the Polish National Center for Research and Development, by jointly conceptualizing the best means to provide financing for joint U.S.-Polish research and development, commercialization of technology, and innovative programs. Share tools and best practices on financing innovation, including seed and venture capital funds, crowdsourcing, angel investors, family offices, credit funds, grants, etc.
- **Access to Financing and Commercialization of Technology** – Foster and facilitate commercialization of research and development, and technology beneficial for both countries. Share expertise and best practices on supporting the commercialization chain, which links educational and research institutions with private companies and funding sources in order to assist scientists and entrepreneurs in positioning technological advances and other innovative ideas for commercial development.
- **Promotion of Collaboration in Key Sectors (Defense, Health, Energy, and Science and Technology)** – Support and assist binational exchange and collaboration by universities, research institutions, non-governmental-organizations, government entities and private industries, including but not limited to, sectors such as defense, health, energy, and science and technology. Establish binational networks to link these entities to innovation and research and development projects in the above sectors.

- **Regional innovation clusters** – Share expertise on identifying promising regional centers for development of innovative industry clusters, create institutional links and networks among local governments, the private sector, and non-governmental organizations. Create an environment where start-ups and innovation can thrive by identifying and working toward the removal of impediments for business development and expansion. Identify obstacles to innovation and share best practices on policies regarding protection of intellectual property rights, taxation, corporate governance, technology transfer, and protection of investments in the early stages of development, among others.

Section 2: Cooperation of Participants

Consistent with the requirements of the laws and regulations governing their respective operations, the Participants plan to exchange information on issues of mutual interest.

The Participants intend to meet on a regular basis, either through the PLUS-IC, or through other mutually agreed upon means, to discuss key issues relevant to this SOI, to update each other on their respective plans, and to explore further ways in which they may collaborate.

This SOI is intended to set forth the understandings and intentions of the Participants with regard to these shared goals. The Participants sign this SOI while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Nothing in this SOI is intended to be construed as affecting in any way agreements or contracts entered into by or between the Participants, either prior to or subsequent to the signing of the SOI.

Section 3: Organization of Cooperation

The Participants intend to be responsible for overseeing the implementation of this SOI and may determine how often and in what manner to review joint activities and progress.

Through the PLUS-IC Co-Chairs, the Participants intend to designate working-level coordinators to staff the operations of the PLUS-IC. The Participants further intend the Co-Chairs to designate PLUS-IC members from both public- and private-sector organizations engaged in fields related to innovation.

Through the PLUS-IC Co-Chairs, the Participants intend to establish binational sub-committees to focus on specific topics and issues, which will provide guidance jointly to the PLUS-IC. The Participants and Co-Chairs intend to establish various PLUS-IC sub-committees and as appropriate, to encourage and explore opportunities for collaboration and participation with other governmental agencies, prominent educational institutions, leading innovations centers, non-governmental entities, and the private sector in these activities.

The PLUS-IC intends to meet twice a year, once in person, and once virtually (i.e., DVC), with the in-person meeting alternating between the United States and Poland.

Section 4: Financing

All activities undertaken pursuant to this SOI are intended to be subject to the availability of the respective resources and personnel of each Participant. The Participants further specifically acknowledge that this SOI does not entail a commitment to expend or obligate funds. Each Participant intends to bear the costs of its own participation, subject to the availability of funds and other resources, and the Participants may formulate alternate funding arrangements for specific activities, as appropriate and consistent with the Participants' respective laws and regulations.

Section 5: Commencement, Cessation, and Modification

Activities under this SOI may commence upon signature by the Participants. This SOI may be modified at any time by mutual written consent of the Participants. Either Participant may cease cooperation under this SOI at any time, but in such

case, the Participant that intends to cease cooperation is expected to give three (3) months' written notice to the other.

Participants intend to resolve any difference of opinion arising during the course of implementation of this SOI by mutual consent through consultations.

This SOI does not constitute an international agreement and does not create rights or obligations governed by national or international law.

The Participants, acting through their duly authorized representatives, have caused this SOI to be signed in their names as of this 17th day of November, 2014, in duplicate, in the English and Polish languages.

FOR THE
U.S. DEPARTMENT OF STATE:

FOR THE
MINISTRY OF SCIENCE AND
HIGHER EDUCATION OF THE
REPUBLIC OF POLAND:
