

**MEMORANDUM OF UNDERSTANDING BETWEEN  
KEIDANREN (JAPAN BUSINESS FEDERATION)**

**AND**

**THE CALIFORNIA GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC  
DEVELOPMENT**

The purpose of this Memorandum of Understanding is to establish a flexible framework for cooperation between the Japan Business Federation ("Keidanren") and the California Governor's Office of Business and Economic Development ("GO-Biz"). Keidanren and GO-Biz are hereinafter referred to singularly as "Participant" and collectively as "Participants."

In particular, this Memorandum of Understanding discusses the framework for cooperation concerning the establishment of a Trade and Services Desk in Japan, which will be utilized by GO-Biz employees responsible for promoting trade and investment between Californian and Japanese businesses.

The Participants have reached the following understanding:

**SECTION I**

**Objectives**

1. The objective of this Memorandum of Understanding is to establish a general framework for collaboration between the Participants in achieving their goals with regard to economic collaboration, including jointly supporting the mechanisms that spur innovation and business growth in and between California and Japan. Both Participants share the common goal of creating a sustained, strategic, and mutually beneficial partnership.
2. Moreover, the purpose of the collaboration between the Participants is to build on strong, existing ties and to create new opportunities for businesses from both California and Japan.
3. Building on those existing ties, the Participants now wish to arrange for the opening of a Trade and Services Desk in Japan, which is intended to promote two-way trade and investment between California and Japan.

## **SECTION II**

### **Areas of Cooperation**

In furtherance of the objectives of the present Memorandum of Understanding, the Participants agree that:

1. Keidanren will make a desk space available for GO-Biz representatives for use during state-related business travel in Japan at no cost to GO-Biz. GO-Biz agrees to provide advance notice to Keidanren when such travel is scheduled and when the GO-Biz representative will be using the desk space, at least two weeks prior to the arrival of any GO-Biz representative(s).
2. GO-Biz will oversee the California Trade and Services Desk, including managing all communications and processes with Keidanren regarding the desk and overseeing any California State employees designated by GO-Biz who request to utilize the desk to encourage and facilitate trade and investment activity.
3. GO-Biz and Keidanren will cooperate in the area of innovation and business growth in and between California and Japan. This collaboration may take various forms, building on different initiatives in government, the private sector, and academia.
4. When appropriate, GO-Biz and Keidanren will support each other in hosting activities that might benefit both entities. These include, but are not limited to, conferences, workshops, seminars, trade missions or delegations, industry or business exchanges, official visits, and other events.

## **SECTION III**

### **Coordination and Points of Contact**

The Participants respectively designate the following points of contact to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding:

1. For the "Keidanren":

Name: Teruko Wada

Title: Director, International Affairs Bureau

Email: [america@keidanren.or.jp](mailto:america@keidanren.or.jp)

2. For the "Government of California":

Name: Henan Li

Title: Asia Trade and Investment Representative of Governor's Office of Business and Economic Development (GO-Biz)

Email: [Henan.Li@gobiz.ca.gov](mailto:Henan.Li@gobiz.ca.gov); cc: [Emily.Desai@gobiz.ca.gov](mailto:Emily.Desai@gobiz.ca.gov)

Or, in either case, their designee, as established in writing.

## **SECTION IV**

### **No Legal Obligations, Rights, or Remedies**

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding or enforceable rights or obligations, and creates no legally cognizable or enforceable rights or remedies, either legal or equitable, in any form or forum whatsoever, either for Participants and/or for GO-Biz employees. For clarity, neither Participant shall bear any legal liability to any person or entity, including without limitation the other Participant, for the payment of compensation or otherwise, as a result of any Participant refusing or failing to comply with, participate in, and/or facilitate the terms of and projects set forth in this Memorandum of Understanding, regardless of the reason for such noncompliance, refusal, or failure. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over its actions and decisions, including without limitation implementation of its pledges contained herein, in light of the Participant's individual circumstances, laws, and policies; each Participant is free to withdraw from this Memorandum at any time, with or without cause, and with no liability whatsoever.

## **SECTION V**

### **Availability of Personnel and Resources**

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise set forth in and decided pursuant to a future written arrangement. All activities undertaken pursuant to

this Memorandum of Understanding are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which they belong, at all times maintaining their employment relationship with the Participant and any such organization or institution. The work of designated personnel will not create an employer-employee relationship with another Participant or with any other organization or institution, so in no case will that other organization or institution be, or be considered, a substitute or joint employer of the designated personnel.

## **SECTION VI**

### **License to Use Seal**

GO-Biz grants to Keidanren a non-exclusive, non-transferable, non-assignable, royalty-free, fully revocable license, without the right to grant sublicenses, to display the California Trade and Investment Desk Seal ("Seal") (see Exhibit A) in specified circumstances following approval by GO-Biz in writing. Subject to approval, GO-Biz grants Keidanren a license to display the Seal at the Keidanren Office where the desk space is made available for GO-Biz representatives. In addition, Keidanren agrees to immediately submit to GO-Biz in writing any materials or copy, e.g., promotional materials for an event, showing Keidanren's intended use of the Seal for inspection by GO-Biz prior to use of the Seal. GO-Biz will review and approve in writing any materials depicting the Seal prior to Keidanren's use, and within five (5) business days of submission for such approval, if the usage is found to be appropriate. Keidanren will comply with all guidelines and instructions provided by GO-Biz from time to time to preserve the goodwill and good reputation associated with the Seal.

GO-Biz represents and warrants that GO-Biz has the full legal right and authority to grant the permissions for use of the Seal referenced in this Memorandum and that the Seal does not and will not, when used by Keidanren in accordance with this Memorandum of Understanding, infringe the copyrights, trademarks, or any other rights of any person or

entity. If any claim is asserted or brought against Keidanren regarding the use of the Seal, GO-Biz will endeavor to cooperate and assist Keidanren with a resolution of the relevant claim(s).

Keidanren will not state or imply, either directly or indirectly, or use the Seal in a manner that suggests, that Keidanren programs or seminars are supported, certified, endorsed, or sponsored by GO-Biz, unless GO-Biz provides written consent to use its Seal in such a manner in connection with the event, program, or activity (collectively, "Permitted Purpose").

If Keidanren intends to use the Seal as part of an event, program, or activity, Keidanren must include the following statement each time the Seal is used and must display the statement in a clear and conspicuous manner: "The California-Japan Trade and Services Desk is a public-private partnership between Keidanren and the California Governor's Office of Business and Economic Development. It is managed by the State of California."

Keidanren agrees that it shall use the Seal only in connection with the Permitted Purpose, and following approval by GO-Biz, and will take practically reasonable efforts to preserve the goodwill and good reputation associated with the Seal as used by Keidanren.

Keidanren agrees that nothing in this Agreement shall be construed as granting to Keidanren any right, title, or interest in the Seal, other than the right to use the Seal in accordance with this Agreement.

## **SECTION VII**

### **Compliance with Applicable Laws**

All activities undertaken pursuant to this Memorandum of Understanding, and all personnel designated by the Participants for the execution of activities undertaken pursuant to this Memorandum of Understanding, are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this Memorandum of Understanding, will not engage in any illegal activity or any activity detrimental to this Memorandum of Understanding.

## **SECTION VIII**

### **Confidentiality**

The Participants will work to maintain the confidentiality of specified documents and information shared with each other during the term of this Memorandum of Understanding. However, Participants may issue a release concerning or disclose such documents and information to the extent necessary to comply with any law, decision, regulation, or court order, or any order or instruction(s) from a public institution authorized to regulate the Participants.

Any documents and materials submitted to or shared with GO-Biz may be subject to a request pursuant to the California Public Records Act (CPRA). In the event of such a request, GO-Biz will notify Keidanren that a CPRA request for Keidanren's information has been received as soon as practicable, but not less than five (5) business days prior to the release of the requested information, to give Keidanren time to seek an injunction against the release of the requested information. GO-Biz will work with Keidanren in good faith to protect the information to the extent an exemption from the CPRA is provided by law. Notwithstanding SECTION IV, this SECTION VIII shall be legally binding on the Participants.

## **SECTION IX**

### **Jurisdiction and Venue**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of California. Any differences that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences. In the event that any dispute arises between the Participants to this Memorandum of Understanding with regard to the content hereof, and cannot be resolved through mutual consultations, the Participants hereby irrevocably consent to the exclusive jurisdiction and venue of any state court located within Sacramento County, California in connection with any matter arising out of this Memorandum of Understanding or the

transactions contemplated in this Agreement. Notwithstanding SECTION IV, this SECTION IX shall be legally binding on the Participants.

## SECTION X

### Final Provisions

This Memorandum of Understanding is effective from the date upon which the last Participant executes it and will remain in effect for a period of four (4) years from the date of such final signature.

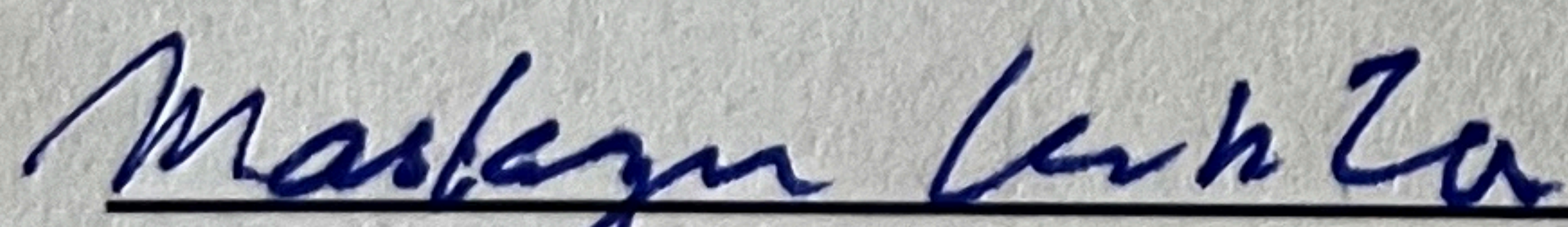
This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Either of the Participants may withdraw from this Memorandum of Understanding at any time. Each Participant will endeavor to provide written notice to the other Participant sixty (60) calendar days in advance of such withdrawal.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed in Tokyo, Japan in two originals, in English.

**FOR KEIDANREN**

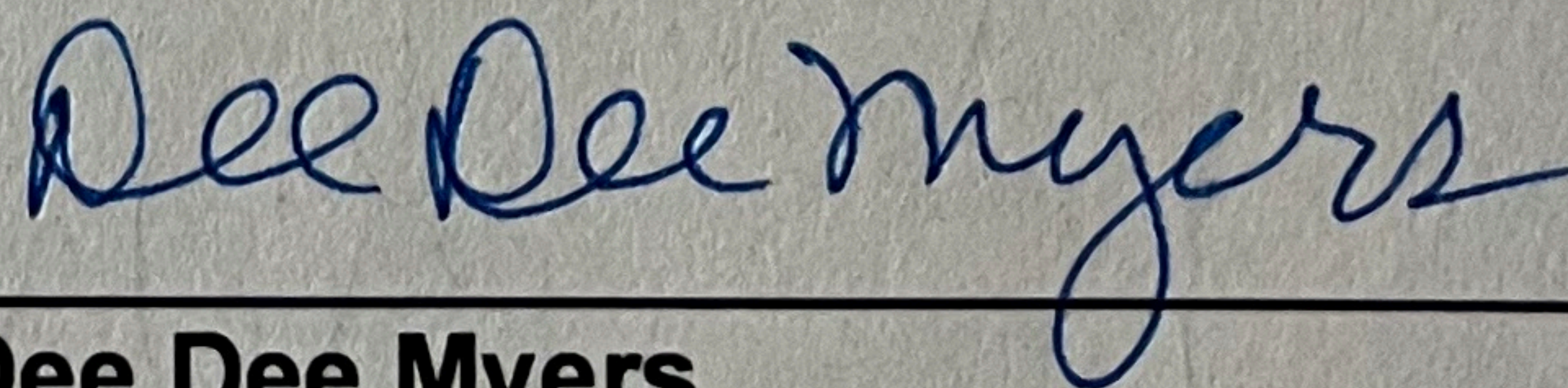


**Masakazu KUBOTA**  
Vice Chairman & President  
Keidanren  
(Japan Business Federation)

Date:

3/14/2023

**FOR THE GOVERNMENT OF THE  
STATE OF CALIFORNIA OF THE  
UNITED STATES OF AMERICA**



**Dee Dee Myers**  
Director, Governor's Office of  
Business and Economic Development  
Government of the State of California

Date:

3/14/2023

EXHIBIT A

Seal

