MEMORANDUM OF UNDERSTANDING BETWEEN

LA SOCIETE DE DEVELOPPEMENT DES INDUSTRIES CULTURELLES

AND

THE DANISH FILM INSITUTE

FOR

COOPERATION RELATING TO DEVELOPMENT OF CULTURAL

RESOURCES

La Société de développement des industries culturelles (SODEC) and The Danish Film Institute (DFI)

Desiring to promote mutual interest through cooperation in the development of their respective cultural resources;

Recognizing that such cooperation shall promote cooperation and support the friendly relationships between two agencies;

Have agreed as Follows:

Article 1

The Parties will support cooperation in accordance with the provisions of this Memorandum of Understanding (MOU) and the respective laws and regulation of the two countries.

Article 2

Cooperation may include the following:

- a. Joint or cooperative projects of mutual benefit, including visits and exchange of experts or technical personnel not limited to but including;
 - Shadowing: over a period of two to three weeks, an executive of each
 agency will shadow the work of the other to learn and exchange ideas on
 procedures and functioning, to aid in networking, exploring
 opportunities, giving/receiving feedback, and in collaboration between
 the agencies;

- b. Introductions and consultation with representatives and counterparts in the various cultural sectors:
- c. Organization of and participation in conferences, symposia, courses, workshops, exhibitions and other joint meetings of mutual interest;
- d. Exchange of information relating to resource allocation and comparison of best practices;
- e. Development of joint education initiatives to raise core agency competencies; and
- f. Other forms of co-operation as agreed by the Parties, including meetings between the two Parties on a regular basis.

Article 3

- 1. Cooperative activities under this MOU shall be subject to the availability of funds and personnel. The terms of any financing if required shall be agreed upon in writing by the Parties and duly authorized before the commencement of activities.
- 2. Whenever more than the exchange of information or exchange visits of individuals or promotion activities is planned to take place, such other cooperation activity shall be described in a Project Annex to this MOU which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this MOU.

Article 4

The Parties should consult with each other before any information derived from cooperation activities under this MOU is disclosed for any purposes.

Article 5

The parties acknowledge that in the framework of this MOU, confidential information concerning the business of a party and its clients may be communicated to her. In such instance, the parties undertake, both during or after the term of this MOU, not to disclose to any third party or to use, save in the performance of this MOU, without being duly authorized by the other party:

- a) any confidential information concerning the business of a party, including, in particular, business plans, financial information or client data of which she may have become aware in the framework of this MOU; and
- b) any confidential information, including, in particular, confidential information contained in any documents, computer programs, software or other material of any nature provided by a party.

The parties shall take all appropriate measures to ensure that such information remains confidential.

Article 6

1. Any issues arising from the interpretation or implementation of this MOU will be settled through consultations between the Parties or such other means as they may mutually decide. The Parties do not anticipate the creation of or exchange of intellectual property during the course of this MOU.

Article 7

This MOU shall not constitute or be deemed to constitute a relationship of mandatary, partner or employee between the parties, each acting as an independent contractor.

Article 8

1. This MOU shall enter into force upon signature by both Parties and remains in force for a period of three (3) years, unless terminated earlier by either Party upon ninety (90) days written notice to the other Party.

IN WITNESS WHEREOF, the undersigned being duly authorized by the respective agencies, has signed this MOU.

Done at Montréal, Québec in duplicate on the _______ day of November, 2017, in the English language.

FOR

La Société de développement des industries sulturelles (SODEC)

FOR

The Danish Film Institute

