AGREEMENT BETWEEN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND

THE JAPAN EXTERNAL TRADE ORGANIZATION

To achieve the mutually desired goal of increasing business activities in their respective markets, The Michigan Economic Development Corporation ("MEDC") and the Japan External Trade Organization Chicago Office ("JETRO CHICAGO") agree to undertake a joint cooperative business promotion initiative (the "Initiative"). As used herein, the MEDC and JETRO CHICAGO are sometimes collectively referred to as the "Parties"

The Parties agree to make all commercially responsible efforts to support the Initiative. To that end, the Initiative shall include the following components:

A. JETRO Business Advisor

JETRO CHICAGO will dispatch a Business Advisor to Michigan with sufficient knowledge and business experience to act as a business advisor to promote business development between Michigan and Japan, and act as a liaison between the MEDC and JETRO CHICAGO. The JETRO Business Advisor, who will cover the State of Michigan, shall receive his primary instructions and directives from JETRO CHICAGO.

B. Office Facilities

MEDC will provide, free of charge, the JETRO Business Advisor with a private office space with room for a mini-library and reasonable office equipment, including; a telephone (long distance charges to be borne by JETRO), a computer (not tied to the MEDC network), as well as access to fax, copying and postage equipment, access to non-proprietary, non-subscription databases and libraries, and use of conference room facilities, etc.

C. Networking Support

MEDC shall assist the JETRO Business Advisor's efforts to arrange and initiate contact with prospective business persons of rank with interest in Japan and will assist the JETRO Business Advisor's efforts to network with Michigan business leaders and promotion organizations, such as industrial associations, chambers of commerce, etc.

D. JETRO Chicago's Expenses

JETRO CHICAGO shall remain solely responsible for the JETRO Business Advisor's salary and benefits and other costs that are directly related to his responsibilities.

E. Economic Data

The Parties agree to exchange trade and investment-related information including nonproprietary databases on companies, economic data and information on the establishment of business bases in Japan and Michigan.

F. Media Releases

The Parties agree to provide publicity and cooperate with the initiatives currently implemented by JETRO CHICAGO that are contemplated by this Agreement by issuing press releases in their respective markets to make prospective companies aware of the services being provided by the JETRO Business Advisor and the MEDC.

G. Evaluation

JETRO CHICAGO will determine specific objectives for the JETRO Business Advisor's activities after consultation with MEDC. With those objectives as guidelines, JETRO CHICAGO will consult with MEDC to evaluate the performance of the JETRO Business Advisor. The initial evaluation will be conducted in March 2007. The second evaluation will be conducted in March 2008.

H. JETRO's Assistance with MEDC's Activities in Japan

In the event that MEDC representatives visit Japan, JETRO CHICAGO will make every effort to ensure that their visit there is as smooth as possible. Assistance provided by JETRO CHICAGO for example may include: briefing of Japanese regional industries and economies by JETRO regional offices, publicize events/seminars held in Japan by MEDC, access to JETRO libraries and utilization of JETRO databases for public use, etc. In the event that MEDC seeks JETRO's assistance, pre-arrangements with JETRO CHICAGO are necessary. Upon request by MEDC, JETRO CHICAGO will then coordinate with JETRO Tokyo and appropriate JETRO regional offices. JETRO CHICAGO will then provide MEDC with available services or resources.

I. Term of the Agreement and Termination

This agreement shall commence on February 1, 2006 and shall terminate on March 31, 2008, unless otherwise changed in accordance with the terms of this agreement. With written agreement of the Parties, a one-year extension is possible. Notwithstanding the foregoing, either party shall have the right, at such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this agreement, such termination to be effective sixty (60) days

after the receipt of written notification of termination by either party. Only an officer signing this agreement or the successor thereof shall have the right to terminate this agreement. Should either party exercise its right to terminate, then this contract will terminate in accordance with the terms mentioned above. Upon termination, neither JETRO CHICAGO nor MEDC shall be liable for any further expenses or costs related to this agreement.

J. Entire Agreement

This agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof.

K. Counterpart Signatures

This agreement may be signed in counterpart. The counterparts taken together shall constitute a single agreement.

L. General Provision

In the event that circumstances arise that are not covered in this AGREEMENT, both JETRO CHICAGO and MEDC reserve the right to initiate negotiations to achieve a mutually acceptable outcome. If the Parties cannot reach an agreement within ten (10) business days, then either party shall have the right, at such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this agreement, such termination to be effective twenty (20) days after the receipt of written notification of termination by either party.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives

Takashi Tsuchiya

Chief Executive Director

Japan External Trade Organization

Chicago Office

ames C. Epolito

President and CEO

Michigan Economic Development

Corporation

February 16,2006

AGREEMENT BETWEEN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND THE JAPAN EXTERNAL TRADE ORGANIZATION

In order to achieve the mutually desired goal of increasing Michigan business activities with Japan, the Michigan Economic Development Corporation (the "MEDC") and the Japan External Trade Organization ("JETRO") agree to undertake a joint cooperative effort, "The Michigan-JETRO Program".

This program is undertaken with the full support of the MEDC and JETRO. Both parties pledge to give their best efforts to this cooperative program to assure that sufficient resources will be committed to the program to assure full success.

The two parties have agreed that the Michigan-JETRO Program will include, as far as possible, the following components:

A. <u>Dispatching the JETRO Senior Trade Advisor</u>

To support the joint effort to increase Michigan business activities with Japan, JETRO agrees to dispatch a JETRO Senior Trade Advisor (JETRO STA) to work in Michigan for one year. JETRO STA will enjoy the full support of the MEDC, which directs an ongoing business promotion program.

B. Office Facilities

The JETRO STA will be stationed in the State of Michigan and will act as a Senior Trade Advisor to MEDC. MEDC will provide, free of charge, administrative support, such as reasonable access to fax, copying and postage equipment, access to databases and libraries, and use of conference room facilities, etc. In addition, MEDC will provide the STA with private office space, supplied with room for a mini-library and reasonable office equipment, including a telephone, and e-mail account, and a computer, etc.

C. Cooperation from Other Economic Organization Staff

MEDC shall provide information and ranking of prospective business persons with interest in Japan and will work with JETRO in its efforts to link with existing Michigan business promotion organizations, such as industrial associations and chambers of commerce, etc.

Cooperation with State Leaders and the Provision of Opportunities for Regular Progress Reports

MEDC shall aid in the cooperation with state leaders and shall use its best efforts to provide JETRO STA with opportunities to report findings as necessary to the Governor and senior staff. During any such meeting with the Governor, the Chief Executive Director of JETRO Chicago will accompany JETRO STA. JETRO STA and state senior staff shall meet at least monthly to discuss project status, issues relating to business activities with Japan, and up-coming events.

E. <u>Publicity</u>

MEDC staff shall provide publicity by issuing press releases to the local media to make prospective companies aware of the services being provided by JETRO STA.

F. Dispatch and Assignment of JETRO STA to Other Areas

In response to requests from other states and associations, or as may become necessary for the proper implementation of JETRO's business promotion programs, JETRO may on occasion, dispatch and assign JETRO STA to other areas for short periods to assist in business promotion activities, such as seminars and direct consultations with companies.

G. <u>JETRO's Expenses</u>

JETRO will provide adequate funds for JETRO STA's salary, housing, health insurance, transportation and other costs, which are directly related to his responsibilities.

H. Joint Business Promotion Activities

In order to assure the full success of the Michigan-JETRO Program, MEDC pledges to support JETRO's business expansion programs and the efforts of the Michigan-based STA by undertaking the following activities:

1. <u>Trade Fairs in Japan</u>

MEDC will publicize appropriate trade shows in Japan and encourage the participation of Michigan companies.

2. <u>Business Missions to/from Michigan</u>

MEDC will make efforts to organize and participate in business promotions to Japan and host Japanese business missions to Michigan by organizing seminars and business appointments with potential business partners and assisting with other support as needed.

3. Business Seminars

During JETRO STA's stay in Michigan, MEDC will host educational seminars aimed at teaching Michigan manufacturers and other potential business partners how to expand their business in Japan. The seminars will be held in major metropolitan areas of Michigan.

4. <u>Business Support Center</u>

MEDC will publicize and encourage the participation of Michigan companies in JETRO Business Support Centers, which provide comprehensive assistance to firms attempting to enter the Japanese market.

5. <u>Information Exchange</u>

MEDC and JETRO agree to exchange trade and investment-related information including databases on exporters and importers as well as information on the establishment of business bases in Japan.

MEDC shall be responsible for data collection to achieve the above stated goals and to identify products.

6. Promoting Access to the Japanese Market

In order to increase access to the Japanese market, the MEDC and JETRO agree to promote investment in Japan.

7. <u>Introducing Japanese Companies</u>

If JETRO is contacted by Japanese companies planning to invest in Michigan, JETRO will introduce those companies to the investment-related section of the State of Michigan.

I. Evaluation

JETRO will determine specific objectives for the STA's activities after consultation with MEDC. With those objectives as guidelines, JETRO will evaluate the JETRO STA Program. The MEDC and JETRO will cooperate together to obtain information on the business success of Michigan companies necessary for the evaluation. JETRO and MEDC may have meetings to achieve the above-mentioned goal.

J. Termination

This agreement shall commence on November 1, 2004 and shall terminate on November 4, 2005, unless otherwise changed in accordance with the terms of this agreement. Notwithstanding the foregoing, either party shall have the right, at such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this contract, such termination to be effective sixty (60) days after the receipt of written notification of termination by either party. Only an officer signing this agreement or the successor thereof shall have the right to terminate this agreement. Should either party exercise its right to terminate, then this contract will terminate in accordance with the terms mentioned above. Upon termination, neither JETRO nor MEDC shall be liable for any further expenses or costs related to this agreement.

K. Counterpart Signatures.

This agreement may be signed in counterpart. The counterparts taken together shall constitute a single agreement.

AGREED TO BY:

Takashi Tsughiya

Chief Executive Director

JETRO Chicago

Date: July 25, 2005

Donald E. Jakeway

President and CEO

Michigan Economic Development

Corporation

Date: July 25, 2005

IMPLEMENTATION AGREEMENT BETWEEN THE STATE OF MICHIGAN AND THE JAPAN EXTERNAL TRADE ORGANIZATION

In order to achieve the mutually desired goal of increasing Michigan business activities with Japan, The State of Michigan and the Japan External Trade Organization (JETRO) agree to undertake a joint cooperative effort, "The Michigan-JETRO Program".

This program is undertaken with the full support of the State of Michigan and JETRO. On the basis of the General Agreement between the State of Michigan and JETRO dated on Apr. 9th, 1999 both parties implement the cooperative program and pledge to give their best efforts to assure that sufficient resources will be committed to the program to assure full success.

The two parties have agreed that the Michigan-JETRO Program will include, as far as possible, the following components:

A. Dispatching the JETRO Senior Trade Advisor

To support the joint effort to increase Michigan business activities with Japan, JETRO agrees to dispatch a JETRO Senior Trade Advisor (JETRO STA) to work in Michigan for two years (With the written agreement of both parties, a one-year extension is possible, with a maximum of two years, based on the evaluation of JETRO, after consultation with the State of Michigan). JETRO STA will enjoy the full support of the Michigan Economic Development Corporation (MEDC), which directs an ongoing business promotion program.

B. Office Facilities

The JETRO STA will be stationed in the State of Michigan and will act as a Senior Trade Advisor to MEDC. MEDC will provide, free of charge, administrative support, such as reasonable access to fax, copying and postage equipment, a full-time exclusive secretary, access to databases and libraries, and use of conference room facilities etc. In addition, MEDC will provide the STA with a private office space supplied with room for a mini-library and reasonable office equipment, including a telephone, an e-mail account, and a computer, etc.

- C. Cooperation from Other Economic Organization Staff
- MEDC shall provide information and ranking of prospective business persons with interest in Japan and will work with JETRO in its efforts to link with existing Michigan business promotion organizations, such as industrial associations and chambers of commerce, etc.
- D. <u>Cooperation with State Leaders and the Provision of Opportunities for Regular Progress Reports</u>

MEDC shall aid in the cooperation with state leaders and provide JETRO STA with opportunities to report findings as necessary, but at least annually, directly to the Governor and senior staff. During such meetings with the Governor, the Chief Executive Director of JETRO Chicago will accompany JETRO STA. JETRO STA and state senior staff shall meet at least monthly to discuss project status, issues relating to business activities with Japan and up-coming events.

E. Publicity

MEDC staff shall provide publicity by issuing press releases to the local media to make prospective companies aware of the services being provided by JETRO STA.

F. Dispatch and Assignment of JETRO STA to Other Areas

In response to requests from other states and associations, or as may become necessary for the proper implementation of JETRO's business promotion programs, JETRO may, on occasion, dispatch and assign JETRO STA to other areas for short periods to assist in business promotion activities, such as seminars and direct consultations with companies.

G. JETRO's Expenses

JETRO will provide adequate funds for JETRO STA's salary, housing, health insurance, transportation and other costs, which are directly related to his responsibilities.

H. Joint Business Promotion Activities

In order to assure the full success of the Michigan-JETRO Program, MEDC pledges to support JETRO's business expansion programs and the efforts of the Michigan-based STA by undertaking the following activities:

1. Trade Fairs in Japan

MEDC will publicize appropriate trade shows in Japan and encourage the participation of Michigan companies.

2. Business Missions to/from Michigan

MEDC will make efforts to organize and participate in business promotions to Japan and host Japanese business missions to Michigan by organizing seminars and business appointments with potential business partners and assisting with other support as needed.

3. Business Seminars

During JETRO STA's stay in Michigan, MEDC will host educational seminars aimed at teaching Michigan manufacturers and other potential business partners how to expand their business in Japan. The seminars will be held in the major metropolitan areas of Michigan.

4. Business Support Center

MEDC will publicize and encourage the participation of Michigan companies in JETRO Business Support Centers, which provide comprehensive assistance to firms attempting to enter the Japanese market.

5. Information Exchange

MEDC and JETRO agree to exchange trade and investment-related information including databases on exporters and importers as well as information on the establishment of business bases in Japan.

MEDC shall be responsible for data collection to achieve the above stated goals and to identify products.

6. Promoting Access to the Japanese Market

In order to increase access to the Japanese market, the State of Michigan and JETRO agree to promote investment in Japan.

7. Introducing Japanese Companies

If JETRO is contacted by Japanese companies planning to invest in Michigan, JETRO will introduce those companies to the investment-related section of the State of Michigan.

I. Evaluation

JETRO will determine specific objectives for the STA's activities after consultation with MEDC. With those objectives as guidelines, JETRO will evaluate the JETRO STA Program. The State of Michigan and JETRO will cooperate together to obtain information on the business success of Michigan companies necessary for the evaluation. JETRO and MEDC may have meetings to achieve the above-mentioned goal.

J. Termination

This agreement shall commence on the date of arrival of the STA at MEDC and shall terminate after two years, unless otherwise changed in accordance with the terms of this agreement. With the written agreement of both parties, a one-year extension is possible, with a maximum of two years. Either party shall have the right, at such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this contract, such termination to be effective sixty (60) days after the receipt of written notification of termination by either party. Only an officer signing this agreement or the successor thereof shall have the right to terminate this agreement. Should either party exercise its right to terminate, then this contract will terminate in accordance with the terms mentioned above. Upon termination, neither JETRO nor MEDC shall be liable for any further expenses or costs related to this agreement.

Tomoharu Washio

Chief Executive Director

Japan External Trade Organization

Chicago

Douglas Rothwell

President/CEO

Michigan Economic Development

Corporation

ADDENDUM TO THE IMPLEMENTATION AGREEMENT BETWEEN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND

THE JAPAN EXTERNAL TRADE ORGANIZATION

The Michigan Economic Development Corporation (MEDC) and the Japan External Trade Organization (JETRO) have agreed that the following clauses be included in the Addendum to the Implementation Agreement for the State of Michigan/JETRO Senior Trade Advisor Program.

1) "Business Activities" to Include Export Promotion

The MEDC and JETRO recognize the importance of exports from Michigan to Japan. The promotion of Michigan exports will remain the Senior Trade Advisor's top priority while serving in the State of Michigan. However, the STA will also be asked to assist JETRO with bilateral investment programs and with introducing imports from Japan into the US.

JETRO's Export Promotion Missions Ceased

In the past, JETRO would sponsor trade missions from the State of Michigan to Japan in order to encourage imports of Michigan products into Japan. These missions have been eliminated from JETRO's programs. Other JETRO programs, such as the Business Support Centers, the Export to Japan Study Program, and Environment Japan are still available for qualified Michigan companies wishing to go to Japan to search for trade partners.

The Addendum to the Implementation Agreement shall commence on the date of signing and shall terminate with the Implementation Agreement.

Tomoharu Washio

Chief Executive Director

Tomoham Washio

JETRO Chicago

Douglas Rothwell

President/CEO

MEDC

ADDENDUM TO THE IMPLEMENTATION AGREEMENT BETWEEN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION AND

THE JAPAN EXTERNAL TRADE ORGANIZATION

The Michigan Economic Development Corporation (MEDC) and the Japan External Trade Organization (JETRO) have agreed that the following clause be excluded from the Implementation Agreement for the State of Michigan/JETRO Senior Trade Advisor Program.

Except as specifically provided in this Addendum, the parties agree that all terms and conditions of the original Agreement shall remain unchanged and in effect.

B. Office Facilities

The phrase "a full-time exclusive secretary" in the second sentence is deleted.

The Addendum to the Implementation Agreement shall commence on October 1, 2003 and shall terminate with the Implementation Agreement.

Tomoharu Washio Chief Executive Officer JETRO Chicago Sabrina Keeley

Acting Chief Executive Officer Michigan Economic Development

Sabrina Gel

Corporation

IMPLEMENTATION AGREEMENT BETWEEN THE STATE OF MICHIGAN AND THE JAPAN EXTERNAL TRADE ORGANIZATION

In order to achieve the mutually desired goal of increasing Michigan-Japan business, the State of Michigan and the Japan External Trade Organization (JETRO) agrees to undertake the joint cooperative effort, "The Michigan-JETRO Program", with the full recognition and support of both the Japanese Ministry of International Trade and Industry (MITI) and the United States Department of Commerce (USDOC).

This program is undertaken with the full support of the State of Michigan and JETRO. Both Governor John Engler and Chairman and CEO Noboru Hatakeyama direct their respective agencies to implement the cooperative program and pledge to give their best efforts to assure that sufficient resources will be committed to the program to assure full success.

The two parties have agreed that the Michigan-JETRO Program will include, as far as possible, the following components:

A. Dispatching of the JETRO Senior Trade Advisor

To support the joint effort to increase Michigan exports to Japan, JETRO agrees to dispatch a JETRO Senior Trade Advisor (JETRO STA) to work in Michigan until April 8, 2002. The JETRO STA will enjoy the full support of the Michigan Economic Development Corporation (MEDC), which directs an ongoing international business development effort focused on Japan.

B. Office Facilities

The JETRO STA will be stationed in the State of Michigan and will act as a senior advisor to MEDC. MEDC will provide, free of charge, administrative support, such as reasonable access to fax, copying and postage equipment, support staff, full-time exclusive secretary, and libraries, and use of conference room facilities. In addition, MEDC will provide the STA a private office space in Detroit, which will hold a minilibrary and reasonable office equipment.

C. Cooperation Between JETRO and the State of Michigan MEDC shall provide information about prospective Michigan exporters to Japan and will work with JETRO in its links with existing Michigan export promotion organizations, such as industrial associations and chambers of commerce.

D. JETRO Communication with State of Michigan Leaders

MEDC shall aid in the JETRO communication with state leaders and provide the JETRO STA with opportunities to report activities on an annual basis to the governor and MEDC President or their representatives. During such meetings with the Governor or MEDC President, the Chief Executive Director of JETRO Chicago will accompany the JETRO STA.

E. Publicity

MEDC staff shall provide publicity by issuing press releases to the local media to make prospective companies aware of the services being provided by the JETRO STA.

F. Dispatch of JETRO STA to Other States

In response to requests from other states and associations, or as may become necessary for the proper implementation of JETRO's export promotion programs, JETRO may, on occasion, dispatch the JETRO STA stationed in Michigan to neighboring states for short periods to assist in export promotion activities, such as seminars and direct consultation with companies.

G. JETRO Expenses

JETRO will provide adequate funds for the JETRO STA's salary, housing, health insurance, transportation and other costs which are directly related to his responsibilities.

H. Joint Export Promotion Activities

In order to assure the full success of the Michigan-JETRO Program, MEDC pledges to support JETRO's export expansion programs and the efforts of the Michigan-based STA by undertaking, at the discretion of MEDC as its budget allows, the following activities:

1. Trade Fairs in Japan

MEDC will publicize appropriate trade shows in Japan and encourage the participation of Michigan companies. JETRO will provide MEDC with updated lists of trade shows in Japan.

2. Michigan Trade Missions to Japan

Pending budget approval, MEDC will make efforts to organize and participate in export promotion missions to Japan.

3. Japan Missions to Michigan

MEDC agrees to host Japanese buying missions to Michigan by organizing seminars and business appointments with potential exporters, assisting with ground transportation, accommodations, reception arrangements and other support as needed.

4. Export Seminars

During the JETRO STA's stay in Michigan, MEDC will promote and participate in educational seminars aimed at teaching Michigan manufacturers and other potential exporters about exporting to Japan. The seminars will be held in the major metropolitan areas of Michigan.

5. Business Support Center

MEDC will publicize and encourage the participation of Michigan companies in JETRO's Business Support Centers, which provide comprehensive assistance to firms attempting to enter the Japanese market.

6. Information Exchange

MEDC and JETRO agree to exchange trade-related information including databases on exporters and importers. MEDC shall be responsible for data collection to identify products for export to Japan as well as exporters and manufacturers with interest in exporting to Japan. JETRO will be responsible for data collection to identify importers in Japan.

I. Joint Investment Promotion Activities

MEDC and JETRO agree to cooperate on the following investment promotion activities:

1. Investment Missions

MEDC and JETRO will cooperate in the planning of Michigan investment missions to Japan, as well as local Japanese investment missions to Michigan. The host organization will assist with business appointments, accommodations, reception arrangements and other support as needed.

2. Information Exchange

MEDC and JETRO agree to exchange investment-related information. JETRO shall be responsible for data collection to identify companies interested in investment in the State of Michigan.

3. Business Presence in Japan

In cooperation with JETRO and MEDC, the STA will assist Michigan companies with establishing a business presence in Japan.

J. Termination

This agreement shall commence on the date of signing and shall terminate on November 30, 2001, unless otherwise changed in accordance with the terms of this agreement. Either party shall have the right, in such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this contract, such termination to be effective sixty (60) days after the receipt of written notification of termination by either party. Only an officer signing this agreement or the successor thereof shall have the right to terminate this agreement. Should either party exercise its right to terminate, then this contract will terminate in accordance with the terms mentioned above. Upon termination, neither JETRO nor the State of Michigan shall be liable for any further expenses or costs related to this agreement.

K. Indemnification

Each party to this agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation which may arise from the performance of this Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Nobumasa Take

Chief Executive Director

JETRO, Chicago

A. Douglas Rothwell, CEO and Department Director Michigan Economic Development

Corporation

April 9th, 1999 Date

IMPLEMENTATION AGREEMENT BETWEEN THE STATE OF MICHIGAN

<u>AND</u>

THE JAPAN EXTERNAL TRADE ORGANIZATION

In order to achieve the mutually desired goal of increasing Michigan exports to Japan, the State of Michigan and the Japan External Trade Organization (JETRO) agree to undertake the joint cooperative effort, "The Michigan-JETRO Program", with the full recognition and support of both the Japanese Ministry of International Trade and Industry (MITT) and the United States Department of Commerce (USDOC).

This program is undertaken with the full support of the State of Michigan and JETRO. Both Governor John Engler and Chairman Toru Toyoshima direct their respective agencies to implement the cooperative program and pledge to give their best efforts to assure that sufficient resources will be committed to the program to assure full success.

The two parties have agreed that the Michigan-JETRO Program will include, as far as possible, the following components:

A. Dispatching of the JETRO Senior Trade Advisor

To support the joint effort to increase Michigan exports to Japan, JETRO agrees to dispatch a JETRO Senior Trade Advisor (JETRO STA) to work in Michigan until the end of November 30, 1998. The JETRO STA will enjoy the full support of the Michigan Jobs Commission (MJC), which directs an ongoing export promotion program.

B. Office Facilities

The JETRO STA will be stationed in the State of Michigan and will act as a senior advisor to MJC. MJC will provide, free of charge, administrative support, such as reasonable access to fax, copying and postage equipment, support staff, full-time exclusive secretary, and libraries, and use of conference room facilities. In addition, MJC will provide the STA a private office space in Detroit, which will hold a mini-library and reasonable office equipment. MJC will also provide the STA an office space in Lansing.

C. Cooperation from State and Other Economic Organization Staff

MJC shall provide information about prospective exporters to Japan and will work with JETRO in its efforts to link with existing Michigan export promotion organizations, such as industrial associations and chambers of commerce.

D. Cooperation with State Leaders and the Provision of Opportunities for Regular Progress Reports

MJC shall aid in the cooperation with state leaders and provide the JETRO STA with opportunities to report findings on a quarterly basis directly to the Governor. During any meetings with the Governor, the Chief Executive Director of JETRO Chicago will accompany the JETRO STA. The JETRO STA is expected to go to Lansing frequently and will attend biweekly staff meetings there as well as meeting at least monthly with the state staff to discuss project status, issues relating to exporting to Japan and up-coming events.

E. Publicity

MJC staff shall provide publicity by issuing press releases to the local media to make prospective companies aware of the services being provided by the JETRO STA.

F. Dispatch of JETRO STA to Other States

In response to requests from other states and associations, or as may become necessary for the proper implementation of JETRO's export promotion programs, JETRO may, on occasion, dispatch the JETRO STA stationed in Michigan to neighboring states for short periods to assist in export promotion activities, such as seminars and direct consultation with companies.

G. JETRO's Expenses

JETRO will provide adequate funds for the JETRO STA's salary, housing, health insurance, transportation and other costs which are directly related to his responsibilities.

H. Joint Export Promotion Activities

In order to assure the full success of the Michigan-JETRO Program, MJC pledges to support JETRO's export expansion programs and the efforts of the Michigan-based STA by undertaking, at the discretion of MJC as its budget allows, the following activities:

1. Trade Fairs in Japan

MJC will publicize appropriate trade shows in Japan and encourage the participation of Michigan companies. JETRO will provide MJC with updated list of trade shows in Japan.

2. Michigan Trade Missions to Japan

Pending legislative budget approval, MJC will make efforts to organize and participate in export promotion missions to Japan focusing on products that Michigan has best prospects for exporting to Japan.

3. Japanese Missions to Michigan

MJC agrees to host Japanese buying missions to Michigan by organizing seminars and business appointments with potential exporters, assisting with ground transportation, accommodations, reception arrangements and other support as needed.

4. Export Seminars

During the JETRO STA's stay in Michigan, MJC will host educational seminars aimed at teaching Michigan manufacturers and other potential exporters about exporting to Japan. The seminars will be held in the major metropolitan areas of Michigan.

5. Business Support Center

MJC will publicize and encourage the participation of Michigan companies in JETRO's Business Support Centers, which provide comprehensive assistance to firms attempting to enter the Japanese market.

6. Information Exchange

The State of Michigan and JETRO agree to exchange trade-related information including databases on exporters and importers. MJC shall be responsible for data collection to identify products for export to Japan as well as exporters and manufacturers with interest in exporting to Japan. JETRO will be responsible for data collection to identify importers in Japan.

I. Termination

This agreement shall commence on the date of signing and shall terminate on November 30, 1998, unless otherwise changed in accordance with the terms of this agreement. Either party shall have the right, in such party's sole discretion and such party's sole option, to terminate and bring to an end all performances to be rendered under this contract, such termination to be effective sixty (60) days after the receipt of written notification of termination by either party. Only an officer signing this agreement or the successor thereof shall have the right to terminate this agreement. Should either party exercise its right to terminate, then this contract will terminate in accordance with the terms mentioned above. Upon termination, neither JETRO nor the State of Michigan shall be liable for any further expenses or costs related to this agreement

Yasumasa Iwasaki

Chief Executive Director

Japan External Trade Organization, Chicago

Douglas Rothwell

Chief Executive Officer

Michigan Jobs Commission

December 5, 1995