

MEMORANDUM OF COOPERATION BETWEEN
THE DIRECTOR OF THE DEPARTMENT OF DEVELOPMENT, STATE OF OHIO
AND
THE KHARKIV REGIONAL COUNCIL

This Memorandum of Cooperation (this “Memorandum”) is entered into between the Director of the Department of Development, State of Ohio, acting on behalf of the State of Ohio, and the Kharkiv Regional Council, represented by the Head of the Kharkiv Regional Council Tetiana Yehorova-Lutsenko, hereinafter jointly referred to as "Participants",

Wishing to leverage the strengths of their respective industries, including the research, development, innovation and business ecosystems to enhance collaboration;

Emphasizing the common interest in mitigating Ukraine’s losses due to Russia’s war against Ukraine, promoting environmental remediation, and promoting the development of infrastructure;

Recognizing that Ohio and Ukraine overall have a long and rich history of bilateral exchanges and cooperation in the areas of culture, science, research, and agricultural industry,

Affirm the following:

PURPOSE

The purpose of this Memorandum is for the Participants to develop cooperation between their respective government bodies, knowledge-based institutions, clusters and businesses. This Memorandum will apply without prejudice to Ohio’s obligations under Ohio and United States law and to the Kharkiv Regional Council’s obligations under the laws of Ukraine.

SCOPE OF COOPERATION

Continued cooperation in the research, development and commercial sectors of sustainable agro-industrial technologies, including but not limited to:

1. Agricultural machinery equipment;
2. Agricultural innovations;
3. Energy generation;
4. Cooperation on the development of the Kharkiv Region’s infrastructure;
5. Sustainable bioeconomy;
6. Digital technologies;
7. Promoting opportunities for industry partners to enable private sector collaboration between companies located in the State of Ohio and the Kharkiv Region;
8. Assisting in development efforts in the Kharkiv Region through fostering private sector collaboration, knowledge transfer, and professional networking.

By mutual decision of the Participants, the Scope of Cooperation can be expanded or modified.

FINANCIAL CONTRIBUTIONS

Each Participant intends to bear its own expenses in connection with the preparation of the above-mentioned cooperation.

INTELLECTUAL PROPERTY RIGHTS

To the extent permitted by law, if the Participants decide to carry out joint research projects under this Memorandum, they may establish separate instruments to provide for the disposition of any intellectual property that might arise from such joint research projects.

ENTIRE MEMORANDUM OF COOPERATION

This Memorandum represents the entire understanding of the Participants and supersedes all previous understandings or written or oral correspondence between the Participants concerning the subject of this document.

HEADINGS

Headings in this document are provided for reference and convenience only. Their intention is not, nor will the same be interpreted as the merits of the Memorandum, nor in any way affect the validity, construction, interpretation or effects of any provision of this Memorandum.

DURATION, OPERATIVE DATE AND DISCONTINUATION

The Participants intend for this Memorandum to become operative on the date of signature and will remain in operation for a period of five (5) years. The Participants may review and decide to continue their cooperation at regular intervals.

This Memorandum may be revised as may be jointly decided by the Participants in writing.

Either Participant may discontinue this Memorandum at any time. A Participant that wishes to discontinue its participation in this Memorandum should endeavor to provide to the other Participant written notice of its intent to do so.

The discontinuation of this Memorandum should not affect the completion of any specific arrangements or projects or activities initiated under the present Memorandum prior to its discontinuation, unless the Participants jointly decide otherwise or unless otherwise required by law.

[signatures page follows]

MECHANISMS OF COOPERATION

To the extent permitted by applicable national and international laws, rules and regulations, the Participants will endeavor to:

1. Share, as appropriate, information and experiences on policies and regulations;
2. Share and develop best practices in the development of innovations, creation of market opportunities and demand in areas according to the "Scope of Cooperation" section;
3. Facilitate the development of direct contacts and partnerships between relevant public, communal and private sector actors, with the aim of linking the innovation and business ecosystems of the State of Ohio and the Kharkiv Region of Ukraine;
4. Encourage and promote dialogue, networking and cooperation between companies and research organizations through visits, workshops, meetings and other activities, which are mutually beneficial and acceptable to both Participants;
5. Encourage the participation of researchers and company representatives in partnerships and joint projects in the framework of relevant national, regional, and global programs and experiment platforms;
6. Participate in other arrangements that will allow cooperation of joint activities of mutual interest.

IMPLEMENTATION

In order to facilitate cooperation under this Memorandum, each Participant may designate a coordinating institution or agency.

Each Participant intends to provide the other Participant with written notice about the appointment of a coordinating institution or agency and intends to further inform of any changes.

RELATIONSHIP WITH NATIONAL AND INTERNATIONAL LAW

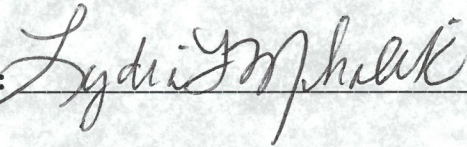
This Memorandum is not legally binding and does not supersede national law or international obligations by which the Participants are bound. This Memorandum does not constitute an international agreement or treaty and does not create any rights or obligations under international law. Nothing about this Memorandum will be construed to limit either Participant's ability to act in accordance with its own laws, rules, regulations, or other legal authorities.

DISPUTES

The Participants will endeavor to resolve any differences derived from the interpretation or application of this Memorandum through discussion and negotiation.

This Memorandum is signed in duplicate on _____ in _____, in the English and Ukrainian languages.

State of Ohio
Department of Development
Lydia Mihalik, Director

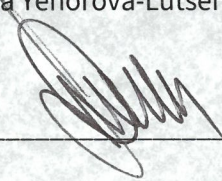
By:  _____

Name: Lydia Mihalik

Title: Director, Department of Development

Date: 11/07/2024

Kharkiv Regional Council
Tetiana Yehorova-Lutsenko, Head of Council

By:  _____

Name: Tetiana Yehorova-Lutsenko

Title: Head of Council

Date: 11/07/2024