

**MEMORANDUM OF UNDERSTANDING BETWEEN
AIR FORCE RESEARCH LABORATORY (AFRL)
AND STATE OF OHIO
REGARDING THE COOPERATIVE LEVERAGING OF
TECHNOLOGY EFFORTS**

This is a Memorandum of Understanding (MOU) between the Air Force Research Laboratory (AFRL) and the State of Ohio. When referred to collectively, AFRL and the State of Ohio are referred to as the "Parties."

I. BACKGROUND

A. The intent of this MOU is to continue the facilitation of a cooperative and mutually beneficial exchange of science and technology information. Under this MOU, the State of Ohio and AFRL (the "Parties") will continue to promote and coordinate program development within the State of Ohio. The Parties agree to continue to improve the cost, schedule, and performance goals associated with developing critical technologies through a coordinated effort and exchange of information. Furthermore, the State of Ohio and AFRL will continue to enhance the economic development within the state.

B. AFRL is responsible for the discovery, development, and integration of affordable technologies for American air, cyber, and space forces. AFRL oversees the development of basic and applied research as well as advanced technology development efforts that support the needs of the Department of the Air Force (DAF). Further, AFRL provides rapid solutions in response to warfighter requirements and conducts long-term scientific research.

C. AFRL senior leadership understands that leveraging national capabilities and investments is critical to successfully optimizing military transformation and meeting DAF Science & Technology (S&T) goals. An important element of our strategic partnership is the creation of a systematic process to ensure awareness and involvement in emerging technologies applicable to DAF mission goals, both now and for the future of Ohio.

D. The State of Ohio is a valuable resource to assist AFRL in meeting its mission requirements. Meanwhile, the State of Ohio recognizes that both Wright- Patterson Air Force Base and AFRL are valuable assets and acknowledges the importance of a continued relationship to maintain the exchange and development of critical S&T information.

E. The Parties recognize the importance of continuing a mutually beneficial relationship that fosters collaboration of their respective science and technology expertise. In some instances, AFRL can leverage prior government investments in maturing technologies, while the State of Ohio may be able to utilize AFRL technologies to meet the needs and requirements of Ohio industries. To meet the objective of this agreement, this relationship must continue to be routine, systematic, and mutually beneficial.

II. PURPOSE, OBJECTIVES, AND GOALS:

A. The objective of this Memorandum of Understanding (MOU) is to continue the mutually beneficial relationship between the State of Ohio and AFRL located on Wright-Patterson Air Force Base.

B. AFRL and the State of Ohio seek to build a closer relationship to execute the Air Force and Space Force missions while also fostering economic development within the state. Potential successful interactions include, but are not limited to, the following:

1. Leveraged and focused scientific programs;
2. Facility and infrastructure development (both internal and external to AFRL);
3. Increased job opportunities, economic growth, and future workforce development;
4. Increased competitiveness for research proposals;
5. Development of new AFRL and State of Ohio university programs;
6. Development of new AFRL and Ohio Science, Technology, Engineering and Math (STEM) outreach programs;
7. Enhanced collaboration on sustainable operations for AFRL and the State of Ohio's semiconductor ecosystem, to include development of secure microelectronic industry and foundational partnerships, with principal benefit to defense industry and Air Force Life Cycle Management Center programs. This relationship is established through the mission of the State of Ohio-formed Midwest Microelectronics Consortium;
8. Expanded collaboration and partnership on advanced drone, counter-drone, and electric vertical take-off and landing (e-VTOL) aircraft development and integration in civil, commercial, and military use cases through the National Advanced Air Mobility Center of Excellence. This includes further shared support of investment in critical infrastructure and supporting technologies such as Skyvision and Skyvision II.
9. Promotion of the transfer and/or the exchange of technology;
10. Leverage the value of proximity to S&T and supplier ecosystem to the benefit of all parties.

III. ROLES AND RESPONSIBILITIES

A. State of Ohio intends to:

1. Meet with AFRL quarterly to understand AFRL areas of research and development efforts.
2. Provide a mutual level of representation and participation at appropriate AFRL and State of Ohio meetings.
3. Establish a means to share state resources, technical information, briefings and reports pertaining to past, ongoing and planned S&T efforts in areas identified as critical.

4. Invite AFRL to interface and participate in selected State of Ohio forums to create a dialog and exchange of information that is mutually beneficial for both Parties.

B. AFRL intends to:

1. Meet with State of Ohio quarterly to understand common areas of research and development efforts.

2. Provide a mutual level of representation and participation at appropriate AFRL and State of Ohio meetings and establish a process to allow for workforce exchanges.

3. Attempt to establish a means to share technical information, briefings and reports pertaining to past, ongoing and planned S&T efforts in areas identified as critical.

IV. GENERAL PROVISIONS

A. Funding, Intellectual Property Rights and Resources. This MOU does not constitute a commitment of funds, intellectual property rights, or other resources. Any such activities shall be made under a separate agreement.

B. Export Control. Each Party acknowledges that it is responsible for its own compliance with all U.S. export control laws and regulations. Additionally, each Party acknowledges it will not knowingly export directly or indirectly, through its affiliates, licensees, or subsidiaries, any export-controlled hardware, software, or technical data in the performance of this MOU without a required license, which will be obtained by the responsible party from the appropriate U.S. Authority.

C. Disputes. Any disputes relating to this MOU will, subject to any applicable law, executive order, or DoD issuances, be resolved by consultation between the Parties. Conflicts or issues should be raised to supervisory or managerial personnel for direct communication to seek resolution. If a satisfactory resolution cannot be obtained at this level, the designated points-of-contact will take the issues to their respective organizational leaders for guidance in seeking a mutually agreeable solution.

D. Modification. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

E. Termination of Understanding. This MOU may be terminated in writing at will by either Party.

F. Transferability. This MOU is not transferable except with the written consent of the Parties.

G. Environment, Safety, Health, and Security. For all activities and operations conducted, the Parties' will establish appropriate environment, safety, and health requirements before work commences.

H. Compliance with Laws. Parties shall comply with all applicable federal, state, and local laws and ordinances.

I. Funds and Manpower. This MOU does not document nor provide for the exchange of funds or personnel between the Parties nor does it make any commitment of funds or resources.

J. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.


K. Effective Date. This MOU takes effect beginning on the day after the last Party signs.

L. Expiration Date. This MOU expires on 31 December 2026.

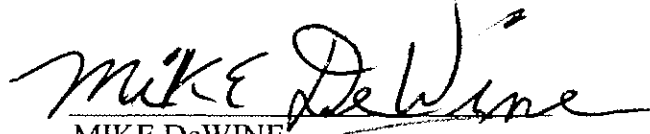
M. No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

APPROVED:

FOR THE AFRL—


JASON E. BARTOLOMEI
Brigadier General, USAF
Commander

FOR THE STATE OF OHIO—


MIKE DeWINE
Governor
State of Ohio

