



Memorandum of Understanding on Cooperation between

Insulate Ukraine

and

Data Science for Sustainable Development

Insulate Ukraine (IU), whose headquarters are located at Lutsk, Ukraine, as represented by Director-General, Mr. Harry Charles Blakiston Houston,

and

Data Science for Sustainable Development, whose headquarters are located at 551 E Palatine Road, Palatine, IL 60074, USA, as represented by Director of Business Development, Joshua Panganiban.

WHEREAS Insulate Ukraine began discussions with The Company to explore data science and software solutions maximizing on-the-ground impact and providing transparent insights to potential donors. This scope of work explores the potential of geospatial analytics to locate war-related events, quantify the number of windows needing repair in impacted areas, and forecast associated costs.

WHEREAS the Company supports the objectives of IU as stipulated in IU's Statute and intends to collaborate with IU within the framework of the present Memorandum of Understanding (hereinafter referred to as the "Memorandum"),

NOW THEREFORE, IU and the Company (hereinafter referred to as the "Partner" or collectively as "the Partners") hereby declare as follows:

Article 1. Objectives

1. The Partners agree that they will cooperate closely and consult one another on matters of mutual interest to achieve their common objectives, which include:

- (a) quantify the number of windows needing repair in Ukraine
- (b) forecast associated costs
- (c) create an interactive choropleth map and tabular data showing the number of damaged windows
- (d)

2. The Partners agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum, in order to implement the objectives set forth above.

Article 2. Scope of the Memorandum

1. This Memorandum establishes a framework for cooperation between the Partners and determines the conditions and modalities within which the Partners will collaborate to achieve their common objectives. The Memorandum defines the areas, institutional arrangements, and general conditions that will govern the cooperation of the Partners.



2. The Memorandum constitutes the entire understanding of the Partners with respect to its subject matter and supersedes all oral communications and prior written documents.

3. The Partners agree that this Memorandum does not confer any exclusivity regarding activities covered by this Memorandum and that they may collaborate on similar activities with other partners.

Article 3. Areas of Cooperation

Subject to the program of work of the Partners and to the provisions of this Memorandum, the Partners agree to carry out common initiatives in the areas of cooperation of mutual interest identified in the Annex to this Memorandum, which may be modified from time to time by written agreement of the Partners.

Article 4. Joint Activities and Projects

1. In particular, the Partners agree to explore possibilities for collaboration on activities and projects in the areas of cooperation as opportunities arise. The Annex to this Memorandum contains a list of concepts for initial activities and projects that have been identified by the Partners.

2. The Partners will negotiate in good faith the terms of any subsequent agreement(s) that are required to implement their collaboration at the project level. Such agreement(s) will normally be concluded in the form of an exchange of letters setting out the deliverables and responsibilities of IU and of the Company in respect of the project, including any financial and other support the Company will provide or request to IU. Such agreement(s) will be subject to the regulations, rules, instructions, directives and procedures in force in IU and of the Company, and will incorporate the General Conditions contained in Article 8 below.

3. The Partners may form working groups, made up of representatives from each Partner, which will be responsible for monitoring the development and execution of particular projects.

Article 5. Exchange of Information and Documents

The Partners agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Partner to preserve the confidential nature of certain information and documents.

Article 6. Focal Points

For the purpose of facilitating the day-to-day implementation of this Memorandum, direct contacts will be made between representatives of the Partners.

Article 7. Public Announcements

Subject to the prohibition in Article 8, paragraph 3 below, either Partner may issue press releases or make public announcements relating to the Memorandum; however, the Company will first provide a draft of any press release to IU for review and approval before being issued.

Article 8. General Conditions

1. Financial Contribution: The implementation of activities and projects envisaged in this Memorandum will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, directives and procedures in force for IU and the Company.



2. Liability and Status: Nothing in or relating to this Memorandum will be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement, or other similar relationship between IU and the Company. Neither the Company nor anyone whom it may employ will be considered as an agent or official of IU and, except as otherwise provided, will not be entitled to any privileges, immunities, compensation or reimbursements, nor will be authorized to commit IU to any expenditure or other obligations.

3. Use of Name, Emblem or Official Seal of IU or its Affiliates: The Company and its affiliates will not in any manner whatsoever use the name, emblem or official seal of IU or its affiliates, or any abbreviation of the name of IU or its affiliates, in connection with its business or otherwise without express prior written permission of IU.

4. Representation: The Company confirms that it is not directly involved in the production of goods or the delivery of services which would be opposed to the objectives or principles of IU.

5. Conformity with Laws: The Company will respect the laws of the countries in which it operates. The Company will not permit any official of IU to receive a direct or indirect profit from this Memorandum or from any subsequent agreement(s) between the Partners.

6. Assignment: The Partners will not assign, transfer, pledge or make other disposition of the present Memorandum or any part thereof or of any of their rights, claims or obligations under the present Memorandum except with the prior written approval of the other Partner. Any of the aforementioned actions taken without such written approval will not be valid.

7. Non-waiver: Any waiver by a Partner of a breach of a provision of this Memorandum will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Memorandum. A failure by a Partner to insist upon strict adherence to any term of this Memorandum on one or more occasion will not be considered a waiver or deprive that Partner of the right thereafter to insist upon strict adherence to that term or any other term of this Memorandum. Any waiver must be in writing and signed by the Partner against whom enforcement is sought.

8. Indemnification: The Company will hold harmless, defend and indemnify IU against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Memorandum and which arise out of acts or omissions of the Company, its agents or employees.

9. Audit: The Partners agree that each will be subject exclusively to the internal and external auditing rules applicable to it. Upon request, the Partners will provide one another with copies of their external audit reports.

10. Evaluation: Subject to the provisions of any agreement concluded pursuant to the provisions of Article 4, the results of each Project will be jointly evaluated by the Partners.

Article 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Article 10. Notification

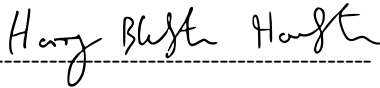
The addresses for service of notices under the present Memorandum shall be:

Insulate Ukraine: Nova Poshta 111, Dnipro, Ukraine

Data Science for Sustainable Development: 551 E Palatine Road, Palatine, IL 60074, USA

Article 11. Final Provisions

1. This Memorandum will take effect upon its signature by the authorized representatives of the Partners.
2. This Memorandum is concluded for an initial period of **1 year** as of the date of signature by the Partners, and it may be renewed, following a written agreement.
3. This Memorandum may only be changed, modified, amended or supplemented by written agreement of the Partners.
4. The Partners may terminate this Memorandum by written agreement. Each Partner will have the right to terminate this Memorandum, for any reason and at any time, by giving six months' written notice to the other Partner. In the event of termination, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

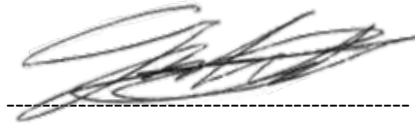


Harry Charles Blakiston Houston

Director-General

Place:

Date:



Joshua Panganiban

Director of Business Development

Place:

Date: 08/25/2023

INSULATE



UKRAINE

ANNEX

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Background of Organizations



Insulate Ukraine aims to create hubs across the Ukraine that, within 24 hours, can replace shattered windows with its triple-glazed polyethylene window solution designed to protect against the cold. These window solutions “insulate like double glazing, let light through, cost \$15 per square meter of the window, and can be built at home in 15 minutes from basic materials.” The Insulate Ukraine team has now installed hundreds of windows in localities across the Ukraine.

Website: <https://www.insulate-ukraine.org/>



**Data Science for
Sustainable Development**

Data Science for Sustainable Development (DSSD) is a nonprofit committed to supporting the operations of resource-strained mission-driven organizations working in the development, social justice, and humanitarian spheres. DSSD seeks to empower organizations through the provision of technical services, consultation, and training.

Website: <https://dssdglobal.org/>

Scope of Work

Scope of Data Science for Sustainable Development

DSSD will be responsible for supplying and coordinating student developer teams who will work on and complete key deliverables.

The first key deliverable will be a quantification of explosions and windows shattered at the second-level administrative division (ADM2). This deliverable will be in the form of an interactive choropleth map and tabular data showing number of explosions and number of damaged windows by ADM2.

A second key deliverable will be a granular visualization of war fire events and number of impacted windows from each event, presented via another interactive map. DSSD's Director of Engineering, Jason Lin, will be responsible for project deliverables and the point of contact for any technical discussion.

Scope of the Insulate Ukraine

Insulate Ukraine will provide DSSD with all necessary data to complete the project, including but not limited to cost per window, historic project costs, and operating areas. Insulate Ukraine will also work with DSSD for any needed internal access in order to perform actions such as embedding interactive maps into Insulate Ukraine's website.

Insulate Ukraine and DSSD will explore looping in Dr. Sondre Ulvund Solstad from the Economist during our meeting to get his feedback and potential press.

Finally, DSSD is granted permission to advertise the project with a pre-approved logo and description of the project.

Insulate Ukraine will meet with the DSSD team about every two weeks.

**Timeline and Key Milestones (for both key deliverables)**

	Task	Start by	End by
1	Kickoff Call with Insulate Ukraine	Mid-Sept	
2	Begin Product Development	Mid-Sept	Late-Oct
3	Initial Demo	Late-Oct	
4	Documentation + Testing	Mid-Nov	Late-Nov
5	Initial Launch of MVP	Late-Nov	Early-Dec
6	Continual Testing and Adding Features	Late-January	Late-March
7	Delivery of Final Products	Early-April	
8	Support Period	April	Early-May

Capacity, Technology, and Systems

Any additional costs to complete the Scope of Work will be communicated to Insulate Ukraine before acquisition and must be approved accordingly.

Structure

Meetings will be held bi-monthly for discussion of deliverables and during the development of the platform and infrastructure for staff review and Q/A session. More frequent check-ins will occur via Discord and email.