

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE OHIO STATE UNIVERSITY, COLUMBUS, OHIO, U.S.A.**  
**and**  
**HORTICULTURAL TECHNOLOGY CENTER AND**  
**ACADEMY, RUTHVEN, ONTARIO, CANADA**

In accordance with a mutual desire to promote further cooperation in higher education between the United States of America and Canada, the Horticultural Technology Center and Academy (Ruthven, Ontario, Canada) and The Ohio State University, on behalf of its Ohio Controlled Environment Agriculture Center within the College of Food, Agricultural, and Environmental Sciences (Columbus, Ohio, USA) enter into this formal agreement for the purpose of educational and research exchange.

The Ohio Controlled Environment Center (OHCEAC) allows faculty to collaborate and aims to serve its various stakeholders by advancing controlled environment agriculture (CEA). The Horticultural Technology Center and Academy (HORTECA) provide access to a commercial greenhouse facility that can be used in the research and development of new Horticulture technologies. With such compatible goals, the two organizations desire to initiate the following cooperative activities in the development of controlled environment agriculture:

- (1) Research collaboration
- (2) Exchange of faculty and scholars for observation and research
- (3) Conduct of joint workshops, symposia, etc. on topics of mutual interest, and
- (4) Exploration of potential student placement.

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. All specific arrangements will require separate written agreements.

**Visiting Scholars and Researchers: Visa and Insurance Requirements**

Under this Agreement, Visiting Scholars and Researchers taking part in programs shall comply with the immigration requirements of the Host Institution.

1. The Host Institution will provide the appropriate counseling and other assistance to the Visiting Scholars or research scientists. Information on housing options will be provided.
2. The Host Institution shall provide the Visiting Scholars with a formal letter of invitation and other documents as may be required to establish Visiting Scholar status to obtain visas and for other purposes.
3. To qualify for J-1 visa, Visiting Scholars to The Ohio State University must demonstrate that they have sufficient funds to cover such living expenses which amount to approximately \$19,200 per calendar year, pro-rated accordingly, or the actual cost of living per calendar year, pro-rated accordingly. In addition Visiting Scholars must purchase health insurance subject to The Ohio State University's rules. See: <http://oia.osu.edu/int-scholars/j-1-visiting-scholars/required-health-insurance.html> for full explanation of The Ohio State University's health insurance

coverage requirements.

4. The Host Institution shall provide a post-arrival orientation to assist Visiting Scholars in settling quickly into life at the Host Institution.
5. All scholar services and facilities of the Host Institution will be made available to Visiting Scholars.
6. Each Party is responsible for providing complete information about the terms and conditions of this Agreement to its participants, including the pertinent laws and regulations of the host countries and the respective host institutions.

### **Financial Arrangements**

It is understood that any financial arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

### **Intellectual Property Law**

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days from the date that the reviewing party received the manuscript if it contains a disclosure of an invention that was invented by one or more employees of the reviewing party and the reviewing party desires to file a United States or foreign patent application. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Ownership of inventions shall follow inventorship, which will be determined pursuant to applicable patent laws.

### **Dispute Resolution**

This Memorandum of Understanding established by The Ohio State University cannot be subject to Binding Arbitration. This MOU shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this MOU or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

### **Export Control Laws**

It is recognized and understood that this MOU is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-



export of any information or item when to do so would constitute a violation of those laws or regulations.

### Liaison Offices

Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.


<b>The Ohio State University</b>	<b>Horticultural Technology Center and Academy</b>
Chiera Kubota Professor and Director, OHCEAC Ohio Controlled Environment Agriculture Center	Mauricio Manotas Chief Revenue Officer 1587 Country Rd 34/Union Ave. Ruthven, ON N0P 2G0 Canada <a href="mailto:mauricio.manotas@ecoation.com">mauricio.manotas@ecoation.com</a> 1-740-589-7479

This agreement will be in force for a period of five (5) years from the latest date appearing below. It may be renewed for additional periods of five years if both institutions, acting independently, agree in writing to renew at least six (6) months before it expires.

### Signatures

#### The Ohio State University

#### Horticultural Technology Center and Academy

DocuSigned by:  
  
C5624D7A4E8940C...  
**Cathann A. Kress** Date  
Vice President for Agricultural Administration  
Dean of the College of Food, Agricultural, and  
Environmental Sciences

DocuSigned by:  
  
AF908B7C58BE4BE...  
**Saber Miresmailli** Date  
Chairman

 10.23.2023  
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**Michael Papadakis** Date  
Senior Vice President of Business and  
Finance and Chief Financial Officer  
The Ohio State University

DocuSigned by:  
  
E4E7112EDC1B468...  
**Paul Mastronardi** Date  
President