



**ІРПІНСЬКА МІСЬКА РАДА
БУЧАНСЬКИЙ РАЙОН
КИЇВСЬКА ОБЛАСТЬ
ВИКОНАВЧИЙ КОМІТЕТ**

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від 27.03. 2023 р. № 0132/96

на №01-32/96 від 20.03.2023 р.

Наїлі ЛАВРОВСЬКІЙ

У відповідь на Ваш запит від 20.03.2023 року за вх. №01-32/96 виконавчий комітет Ірпінської міської ради Київської області повідомляє, що згідно п. 6 ст. 14 Закону України «Про доступ до публічної інформації» розпорядники інформації зобов'язані надавати достовірну, точну та повну інформацію, а також у разі потреби перевіряти правильність та об'єктивність наданої інформації.

Відповідно до Закону України «Про доступ до публічної інформації» публічна інформація – це відображена та задокументована будь – якими засобами та на будь – яких носіях інформація, що була отримана або створена в процесі виконання суб'єктами владних повноважень своїх обов'язків, передбачених чинним законодавством, або яка знаходиться у володінні суб'єктів владних повноважень, інших розпорядників публічної інформації, визначених цим Законом.

Враховуючи вказане вище, надаємо Вам скан-копію меморандуму про взаєморозуміння між Ірпінською міською радою та американською архітектурною компанією «Gensler».

Керуючий справами

Дмитро НЕГРЕША



Memorandum of Understanding (MOU)

Between

Irpin City Council

and

M. Arthur Gensler Jr. & Associates, Inc.

8 November 2022

This Memorandum of Understanding is entered into by and between the Irpin City Council located in Vulytsya Shevchenka, 2A, Irpin, Kyiv Oblast, Ukraine, 08200 and located in Via G. Donizetti 4 20122 Milano IT ("Irpin") and M. Arthur Gensler Jr. & Associates, Inc., with registered office at 45 Fremont St. Suite 1500, San Francisco, CA 94105 ("Gensler") herein and after referred to together as "the parties",

- seeking to develop partnerships,
- guided by the principles of reciprocity and respect for the interests of both parties,
- having regard to the historical, military, and cultural aspects, and having regard to the development of good neighborly relations between the countries of the European Neighborhood Policy,
- seeking to establish and develop effective cooperation between communities and organizations of both Parties, seeing the need for their development,

agree as follows:

1 - Introduction: basic principles

In the city of Irpin, as a result of the Russian military invasion and active hostilities, 71% of the infrastructure was destroyed. In April 2022, volunteers and activists in cooperation with the Irpin City Council united for the purpose of reconstruction and restoration of the city in the first systematic project for the restoration of the city - the Irpin Reconstruction Summit. Already on May 5, 2022, at the invitation of the Irpin City Council, about 120 specialists from all over Ukraine came to Irpin with the aim of inspecting Irpin with their own eyes, assessing the extent of the destruction and starting work on planning a new strategy for the development of the city and the possibilities of rebuilding the destroyed infrastructure.

The volunteers were divided into groups and developed more than 20 projects for the reconstruction of the critical infrastructure of the city, which were damaged and destroyed by the Russian occupiers. At the same time, a project office was created, which manages projects, and local strategic committees in such areas as transport planning, architecture, urbanism, ecology, climate and energy, fundraising, and others. Cooperation was established with dozens of local and international companies and municipalities.

The purpose of the Memorandum is to create the prerequisites for the implementation of the Concept of integrated after war development of Irpin (CIAWDI) with the implementation of the principles of sustainable urban development and adaptation to climate change and equal opportunities for all, which is a strategic document that will determine the spatial and substantive directions of the city's development for the next twelve years of postwar Irpin.

The subject of the Parties' cooperation is the participation of Party 2 in the implementation of the Concept of Comprehensive Postwar Development of the City of Irpin (CIAWDI), which is a strategic document that will determine the spatial and substantive directions of postwar Irpen's development.

In cooperation, the Parties shall commit to adhere to the following core principles:

- A shared vision of sustainable urban development, which ensures that redevelopment projects contribute to the creation of green, energy-efficient, safe, inclusive, prosperous urban areas and agglomerations that provide equal opportunities for all communities in cities
- Respect for the rule of law, transparency, in particular with regard to investments, confirmation of the key role of self-government, support for devolution and capacity building at the local level.
- Broad involvement of citizens and local stakeholders in the reconstruction process and consideration of their aspirations for local development.

2 - Elements for the collaboration

Gensler will partner with the City of Irpin and lead in synergy with the managing board of IRS and international advisors an initial approximately 2 – 3 month process to establish a high level Vision and Fundraising Document that will summarize the challenges and opportunities of a rebuilding process, and articulate preliminary the goals and vision for the future of Irpin.

Following this initial Visioning phase, and subject to funding under a supplemental agreement, Gensler will lead a comprehensive planning process, partnering with the city and other local and international experts, to establish a master plan for Irpin, to address such issues as urban planning, mobility, sustainability, infrastructure, education, health, reconstruction priorities, safety/security, energy, and cultural resources. Gensler will help facilitate a participatory process with various stakeholders.

3- Duration of the Agreement

This agreement will be active from the day of signing, and will be considered active pursuant to the terms and conditions herein set forth, for an initial period of two years and till any request of change or revision by each of the parties. Either Party may terminate this MOU upon written notice, such termination will not impact any supplemental agreements for ongoing services.

4 - Data protection and Confidentiality

Neither Party will issue or transfer any Personal Data as defined under any relevant data protection legislation, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, unless strictly required for the performance of this MOU and only upon the Parties executing an appropriate Data Protection Agreement.

Each of the Parties shall keep in strict confidence all information whether disclosed in writing, orally, or by any other means to the recipient Party before or after the date of this MoU and which by its nature is confidential, is marked as confidential, for the purposes of this MoU is clearly intended to be confidential, or which is known or reasonably should be known by the recipient Party to be confidential (the "Confidential Information"). Neither Party shall use any Confidential Information for any purpose other than to perform its obligations under this MoU. The recipient Party may disclose Confidential Information only to its employees, officers, representatives, advisers and agents who need to know such information for the purposes of carrying out the recipient Party's obligations under this MoU. For the avoidance of any doubt, the existence of this MOU, the details within it and any deliverables or output that arises out of it are strictly confidential and each Party will only disclose such information with prior written approval of the other Party.

The Parties agree that under no circumstances may any reference to Gensler, the use of the Gensler name or brand or any of its deliverables or designs (or parts thereof) be used in any promotional material used to solicit investment or in connection with any public or private securities offering (including any related memorandum, prospectus or stock exchange listing announcement) in the Project, without first obtaining written authorization from Gensler's Regional Counsel. Any permission granted may be revoked by Gensler at any point in time. Subject to the forgoing and to Gensler's right to first review and

confirm use of the Gensler name and/or brand, Irpin shall provide professional credit for Gensler in Irpin's promotional materials for the Project.

5 - Intellectual Property

No intellectual property rights are transferred under this MOU; all intellectual property rights whether in existence at the date of this MOU or generated after its date, including any copyrights, design rights, patents, know-how or trademarks, trade names, service marks, logos, symbols and other identifying marks (or any rights similar to the foregoing) are and shall remain the sole and exclusive property of the party that owned or created them but licensed for reasonable use in order to achieve the purpose of this MOU, unless addressed otherwise in supplemental agreements which govern and take precedence over such intellectual property. Any rights granted may be revoked by written notice of the granting Party unless stated otherwise in such supplemental agreements.

6 - Ethical requirements

The parties hereby confirm that as of the date of entry into effect of this agreement, to the best of their knowledge and belief, in their reasonable opinion neither it nor its Personnel have actual or potential conflict of interest situations before entering into the present agreement. If a new conflict of interest arises, the each of the parties must disclose this in writing to the others.

Each of the parties shall ensure that its Personnel refrain from any conduct that would adversely reflect on the others, on the object of the agreement and shall not engage in any activity which is incompatible with the aims and objectives of the project and they shall prevent, oppose and combat all exploitation and abuse of vulnerable population assisted by the project and other persons.

The parties agree on zero tolerance for abuse and misconduct, including sexual exploitation and abuse. Each of the parties shall communicate accordingly to its Personnel and shall take all reasonable measures to prevent abuse and misconduct.

In particular, but not limited, the parties certify to undertake all reasonable actions to prevent: sexual exploitation and abuse, sexual and workplace harassment, discrimination, assault, threat, jeopardizing life of staff or others, abuse of authority, mismanagement, misuse and misappropriation of assets and funds, theft, fraud, corruption, misrepresentation, collusion and other violation of procurement principles, gross negligence, conflict of interest, violation of the relevant law, and/or of International Humanitarian, Human Rights and Refugee Law and of humanitarian principles, violation of confidentiality, violation of terms and contractual clauses under this Agreement.

Each of the parties shall ensure that all possible measures are taken to prevent its Personnel from exploiting and abusing vulnerable populations and engaging in any form of behavior that could qualify as misconduct and abuse. The failure of the Implementing of one the parties to take effective measures to prevent such abuse or other misconduct, or the failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of this MoU.

The Parties to this Agreement shall ensure that no Personnel has been or will be offered any benefit arising from this MoU. Both Parties confirm they will comply with all relevant bribery and corruption legislation and will act ethically and honestly for the duration of the MOU.

The Parties agree that non-compliance with the provisions of this Article is a breach of an essential term of this Agreement, which may result in immediate termination of the MoU.

If one the parties becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this article, whether by another party or its Personnel or by any subcontractor should immediately notify the others.

7. Final provisions and Liability

The parties agree that the terms and conditions of this MOU are hereby subject to and limited by any and all policies, procedures or laws governing each of the respective institutions, however the Parties represent that as at the date of this MOU, there are no policies, procedures or laws governing each of the respective institutions that are inconsistent with the terms and conditions of this MOU and will take immediate steps to inform the other if such inconsistency arises.

Subject to the foregoing, neither party, therefore, will be required or obligated to perform any promise or covenant contained in this MOU to the extent that such an action would violate the respective policies, procedures or laws governing that institution. In the event of such an occurrence, then either party may terminate this MOU 30 days advance written notice to the other party; provided, however, that both parties will be responsible for fulfilling the terms and conditions of any other agreements previously developed and entered into under this MOU subject to the terms, conditions, and any limitations therein contained.

All amendments and supplements to this Agreement must be made in writing. A qualified electronic signature shall also be regarded as a written form.

This Agreement is drawn up in duplicate, one for each of the Partners.

Gensler's maximum aggregate liability under this MoU (save in respect of personal injury or death caused by negligence) for any losses howsoever caused, for all causes of action shall not exceed a sum equivalent to the cost of Gensler's time spent.

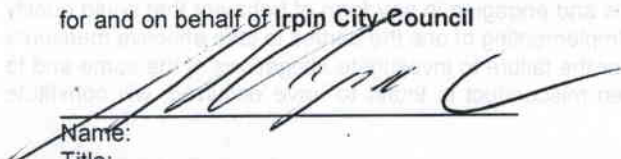
The Parties hereby waive special, exemplary or consequential damages for claims or disputes arising out of or relating to this MoU. The parties agree that this mutual waiver includes, but is not limited to, damages incurred by either Party for loss of income, lost profit, financing costs, loss of business or damage to reputation.

This MoU is governed by and construed in accordance with English law and the Parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MoU.

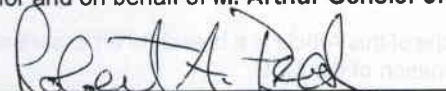
Any disputes arising from the implementation of this MoU shall first try to be resolved amicably via good faith negotiation taking into account the objectives and interests of the beneficiaries of this MoU

IN WITNESS WHEREOF, the parties hereunto set their hands on the dates indicated below.

for and on behalf of Irpin City Council


Name: _____
Title: _____

for and on behalf of M. Arthur Gensler Jr. & Associates, Inc.


Name: ROBERT A. GENSLER
Title: PRINCIPAL

