



ПАПЕРОВА КОПІЯ
ЕЛЕКТРОННОГО ДОКУМЕНТА

УКРАЇНА

МІНІСТЕРСТВО ІНФРАСТРУКТУРИ УКРАЇНИ

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Шановний пане Володимире!

Міністерство інфраструктури України розглянуло Ваш запит на отримання публічної інформації від 28.11.2021 щодо джерел формування статутного капіталу національного авіаперевізника та в межах компетенції повідомляємо.

Законом України від 02 грудня 2021 року № 1931-ІХ «Про внесення змін до додатків № 1 та № 3 до Закону України «Про Державний бюджет України на 2021 рік» (щодо реалізації інфраструктурних проектів та розвитку об'єктів соціально-культурної сфери) внесено зміни до розподілу видатків Державного бюджету України на 2021 рік та передбачено для Мінінфраструктури видатки розвитку за загальним фондом за бюджетною програмою 3101380 «Формування статутного капіталу акціонерного товариства, що здійснює завдання та функції національного авіаперевізника» в сумі 500 000,0 тис. грн.

Також інформуємо, що 25.11.2021 між Мінінфраструктури та компанією Airbus відбулося підписання Меморандуму про наміри співпраці в рамках створення національного авіаперевізника, копія якого додається.

Додаток: на 4 арк. в 1 прим.

З повагою

Перший заступник Міністра

Василь ШКУРАКОВ



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**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE MINISTRY OF INFRASTRUCTURE OF UKRAINE
AND
AIRBUS SAS
RELATED TO AN INTENT OF COOPERATION TO CREATE A
NATIONAL AIR CARRIER**

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by and between:

MINISTRY OF INFRASTRUCTURE OF UKRAINE, hereinafter referred to as "MIU", represented by the Minister of Infrastructure of Ukraine Oleksandr Kubrakov, acting in accordance with the provisions approved by the Resolution of the Cabinet of Ministers of Ukraine No. 460 dated June 30, 2015 and the Resolution of the Verkhovna Rada of Ukraine No. 1457-IX dated May 20, 2021, and in accordance with the legislation of Ukraine.

And

AIRBUS SAS a "Societe par Actions Simplifiée", incorporated under the laws of France, registered under the number 383 474 814 RCS Toulouse, with its registered office at 2 Rond-Point Emile Dewoitine, 31700 Blagnac, France, hereinafter referred to as "Airbus"
Represented by Benoit de Saint Exupery, acting in the capacity of Senior Vice President Contract

And hereinafter collectively referred to as "Parties" or individually as "Party".

PREAMBLE

- Whereas The Ukrainian Government has expressed officially its intention to create a new National Air Carrier and would consider purchasing the required aircraft from Airbus (herein after referred to as the "Project");
- Whereas Airbus is a world leader in aeronautics and as such would be a natural partner to be considered as part of the Project and is committed to propose the most appropriate aircraft to the Future National Air Carrier according to specifications and missions which will be defined at a later stage;
- Whereas the Parties, acting within the framework of their respective powers and responsibilities and guided by the principles of trust and mutual benefit, affirm their desire to cooperate further in view of the development of the Project and the study of the possibilities for acquiring relevant aircraft by the New National Air Carrier.

NOW THEREFORE, the Parties hereto agree as follows:

Article I. OBJECTIVE OF THE MOU

The Parties agree to discuss the conditions under which they intend to cooperate with respect to the development of a New National Air Carrier in Ukraine, including but not limited to the acquisition of the Aircraft, based on the following principles:

- a) Modern fleet implementation for its New National Air Carrier by the study of the possibility for leasing and/or acquisition of the following Airbus aircraft:
 - 6 "small Single Aisle" aircraft (type A220)
 - 12 "middle size Single Aisle" aircraft (type A320/A321 family)
 - 4 Wide Body Aircraft (type A330/A350)
- b) Upon creation and registration of the New National Air Carrier as contemplated under the Project and materialization of the purchase of 22 firmly ordered Airbus aircraft, Airbus is ready to consider exploration of ways of cooperating with Ukrainian aerospace companies. The criteria for the creation and development of any cooperation project shall include, but not limited to, long-term economic and industrial sustainability, continued competitiveness as per international standards.

The Project and any outcome of the cooperation discussions as referred in this paragraph b) should have a mutual benefit to both Parties

Article II. SCOPE OF MOU

The Parties acknowledge and agree that:

- This MOU is non-binding and only represents the preliminary understanding of the Parties regarding the subject matter hereof. It is subject to the negotiation and execution of a more detailed MOU and of one or more binding agreement(s) between the Parties or involving third parties that would be considered as relevant parties as per the principles described in Article I above (the "Definitive Agreement (s)");
- This MOU will be complemented by (i) a Non-Disclosure Agreement covering exchange of confidential and sensitive information and (ii) a more detailed MOU which will include relevant provisions covering Ethics and Compliance, Export Control and Confidentiality;
- This MOU is non-binding and unless such more detailed MOU and Definitive Agreement(s) are signed, neither Party shall have any legal obligation to the other Party;
- The decision by a Party to proceed towards the establishment of one or more projects contemplated herein is subject to satisfactory transaction due diligence as well as successful completion by such Party of its internal processes, including obtaining all the internal required approvals.

For the avoidance of doubt, this MOU does not constitute, create, or recognize an exclusive business agreement of any kind between the Parties.

This MOU is not intended to be and shall not be construed to create or give effect to a joint venture, association, partnership or other business organization or agency arrangement and no Party shall have the authority to bind the other Party without the other Party's separate prior written agreement.

Each Party shall retain ownership in its existing Intellectual Property Rights. Nothing contained in this MOU shall be deemed, by implication, estoppel or otherwise, to grant any right or license in respect of any Intellectual Property Rights at any time owned by either Party.

Article III. MOU VALIDITY/ TERMINATION/EXPIRY

This MOU shall become effective as from the date of its signature by both Parties and shall remain in force for a period of twelve months (12 months) starting from the date of its enforcement unless otherwise agreed in writing between the Parties.

This MOU shall terminate upon the earlier to occur of the following:

- (a) The first anniversary of the Effective Date, unless its renewal is agreed by both Parties and formalized in writing; or
- (b) Immediately upon written notice by one Party to the other Party at any time and for any reason or for no reason and without any liability to the other Party for such termination.

Termination of this MOU shall not affect accrued rights and obligations.

Article IV. CONFIDENTIALITY:

The Parties shall not disclose confidential information received in the framework of cooperation under this MOU.

The Parties agree that the materials, information and documentation exchanged by the Parties for the purpose and provisions of this MOU shall be considered confidential and shall not be disclosed to third parties without the prior written consent of the other Party, except as provided by law.

In such a case, the Party that is obliged to disclose the information shall, subject to applicable law, inform the other Party in order to enable it to take appropriate action.

Confidential information - any information exchanged by the Parties in the course of cooperation (orally, in writing or in electronic form) about each Party and its activities.

Information shall not be considered confidential if it is publicly available without any violation of the terms and conditions of the Memorandum or developed by each Party independently or obtained lawfully, without violating the provisions of this Memorandum by a third party without restriction on disclosure.

The information, materials and documentation exchanged by the Parties shall be used exclusively for the purposes set out in this Memorandum.

ARTICLE V. APPLICABLE LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of England. Any dispute, controversy, claims, breach, termination or invalidity thereof arising from the implementation of this MOU shall first be settled by an amicable effort by the Parties.

If the Parties fail to settle the dispute by an amicable effort within sixty (60) days, or such longer period as the Parties may agree to, the disputes shall be finally settled in accordance with the rules of the ICC Court of Arbitration. The ruling and/or award of the arbitration shall be final and binding for the Parties.

The seat of Arbitration shall be London, United Kingdom.

ARTICLE VI. FINAL PROVISIONS

This MOU is drawn up in the English language. If this MOU is translated into another language, the English text prevails.

ARTICLE VII.

This MOU has been duly executed in two original copies.

IN WITNESS WHEREOF, the Parties hereto have caused the MOU to be executed as of the date above mentioned.

For the Ministry of Infrastructure of Ukraine

By : _____

Date : _____

For Airbus

By : _____

Date : _____