

Reviewed and Approved by Executive Director: Craig K. Nakamoto

June 3, 2026

FOR ACTION

I. REQUEST

Consider Authorizing the Executive Director to Enter into a Memorandum of Agreement to Support the Food and Product Innovation Network established under Act 237 (SLH 2025) by and between the Department of Business, Economic Development, and Tourism, the Hawaii Community Development Authority, and other State Agencies that Establishes a Framework Between the Parties for the Purpose of Supporting Facilities that Support Value-Added Agricultural, Product Development, and Agribusiness Development.

II. BACKGROUND AND DISCUSSION

Please see the draft MOA, attached.

Responsibilities of Hawaii Community Development Authority:

- i. Identify and plan sites for FPIN innovation hubs and value-added production facilities.
- ii. Connect FPIN firms with developers, investors, and public agencies to advance projects.
- iii. Streamline approvals for FPIN-related facilities to ensure zoning, building, and sustainability compliance.
- iv. Support investment attraction, job creation, and startup infrastructure.
- v. Coordinate necessary site infrastructure (roads, utilities, logistics support).
- vi. Engage communities and preserve cultural and historic assets.
- vii. Track FPIN project impacts and refine strategies.

HCDA's responsibilities are consistent with our experience in site development and project management.

III. RECOMMENDATION

Authorize the Executive Director to Enter into a Memorandum of Agreement to Support the Food and Product Innovation Network established under Act 237 (SLH 2025) by and between the Department of Business, Economic Development, and Tourism, the Hawaii Community Development Authority, and other State Agencies that Establishes a Framework Between the Parties for the Purpose of Supporting Facilities that Support Value-Added Agricultural, Product Development, and Agribusiness Development.

Attachment:

Exhibit A – Draft Memorandum of Agreement for FPIN Partner Agencies

Prepared By: Garet Sasaki, HCDA Chief Financial Officer: 

**MEMORANDUM OF AGREEMENT
To Effectuate Act 237, Session Laws of 2025,**

**BASED UPON TRANSACTIONS AMONG GOVERNMENTAL ENTITIES
with the
STATE OF HAWAII, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT,
AND TOURISM
and the
UNIVERSITY OF HAWAII
and the
STATE OF HAWAII, DEPARTMENT OF EDUCATION
and the
STATE OF HAWAII, DEPARTMENT OF HEALTH
and the
STATE OF HAWAII, DEPARTMENT OF AGRICULTURE AND BIOSECURITY
and the
STATE OF HAWAII, DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
and the
STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION
and the
AGRIBUSINESS DEVELOPMENT CORPORATION
and the
HAWAII TECHNOLOGY DEVELOPMENT CORPORATION
and the
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
and the
WORKFORCE DEVELOPMENT COUNCIL
TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK**

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

1. *Background*

Act 237, Session Laws of Hawaii 2025 ("Act 237"), established the statewide Food and Product Innovation Network ("FPIN") within the Agribusiness Development Corporation ("ADC"). Act 237 directs ADC to develop open-access facilities that support value-added agriculture, product development, and agribusiness expansion by providing technical expertise, advance production equipment, toll-processing services, and commercialization support for Hawaii producers.

Implementation of FPIN requires leadership from DBEDT to coordinate efforts with other departments and State agencies. These agencies must work together to advance food innovation, improve market access, and strengthen Hawaii's agricultural and economic resilience as envisioned under Act 237.

2. *Purpose*

The purpose of this Memorandum of Agreement ("MOA") is to establish a collaborative framework that defines the roles and responsibilities of departments and State agencies in supporting the statewide implementation of Act 237. This MOA is entered into by the following State of Hawaii entities ("Parties"): Department of Business, Economic Development and Tourism ("DBEDT"), ADC, Hawaii Technology Development Corporation ("HTDC"), Hawaii Community Development Authority ("HCDA"), University of Hawaii ("UH"), Department of Education ("DOE"), Department of Health ("DOH"), Department of Agriculture and Biosecurity ("DAB"), Department of Labor and Industrial Relations ("DLIR"), Workforce Development Council ("WDC"), and Department of Transportation ("DOT") (each, a "Party", and collectively, the "Parties").

This agreement outlines each Party's roles and responsibilities.

Each Party to this MOA is recognized as an independent State entity with its own statutory authority. Participation in this MOA does not alter or supersede the governance, fiduciary responsibilities, or approval requirements of any Party, including any required approvals by governing boards.

Each Party may execute this MOA through its authorized representative. For entities with governing boards, execution of this MOA shall be subject to applicable board approval requirements prior to signature.

3. *Roles and Responsibilities*

a. **DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM**

Purpose: DBEDT serves as the statewide coordinator for the FPIN. DBEDT aligns economic strategy, infrastructure development, and business support

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

programs to strengthen Hawaii’s innovation ecosystem, expand value-added manufacturing, and grow export opportunities. DBEDT provides statewide leadership, policy direction, and interagency coordination across its divisions and agencies to advance Hawaii’s long-term economic priorities.

Responsibilities of Department of Business, Economic Development and Tourism

DBEDT shall:

- i. Coordinate cross agency economic development strategies to ensure alignment with FPIN and Hawaii’s broader innovation priorities, working with divisions such as the Business Development and Support Division (“BDS”)”, the Research and Economic Analysis Division (“READ”), and attached agencies such as ADC, HTDC, and HCDA.
- ii. Align statewide investment priorities across programs and agencies to support high growth sectors and infrastructure with strong economic return potential.
- iii. Coordinate and align DBEDT divisions and attached agencies supporting FPIN, including BDS”, READ, HTDC, HCDA, and others, while respecting the independent statutory authority and governance structures of each entity.

Responsibilities of Agribusiness Development Corporation

ADC is administratively attached to DBEDT and has independent statutory authority, including governance by its Board of Directors. All actions undertaken pursuant to this MOA shall be consistent with ADC’s statutory authority and subject to board approvals as required.

ADC supports statewide agricultural readiness, shared-use facilities, and infrastructure required for FPIN scale-up. ADC shall:

- i. Develop and manage shared-use processing, aggregation, cold storage, and toll-manufacturing facilities that prioritize DOE regional kitchen demand and support scalable production statewide.
- ii. Coordinate with CTAHR and DAB to develop geographic information system (“GIS”)-based maps of agricultural lands, irrigation systems, and commodity production capacity needed to support FPIN.
- iii. Lead statewide commodity mapping to inform FPIN planning, including analysis of production capacity, growing conditions, irrigation needs, and regional crop suitability.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

Responsibilities of Business Development Support Division

BDSB supports FPIN by strengthening local business competitiveness and market access. BDSB shall:

- i. Promote authentic Hawaii-made food and product companies by increasing visibility and expanding their market reach.
- ii. Support the expansion of FPIN-aligned businesses across counties by leveraging Enterprise Zones to provide tax incentives that reduce operational costs and encourage local investment.
- iii. Expand export readiness for FPIN businesses through market training, supporting standards and regulatory compliance, and assisting with domestic US and international market entry.
- iv. With DAB, harmonize the Hawaii Made and Made in Hawaii with Aloha brands.

Responsibilities of Foreign Trade Zone 9

FTZ9 shall:

- i. Operate FTZ9 in compliance with U.S. Customs and Foreign Trade Zones Board regulations and provide support and assistance to FPIN participants regarding foreign-trade zone compliance and service.
- ii. Provide bonded warehousing, logistics support, and trade services to importers, exporters, and manufacturers, including value-added producers in FPIN.
- iii. Reduce trade-related costs through duty deferral, reduction, or elimination programs that support scaling and global competitiveness.
- iv. Support FPIN businesses in accessing international markets by leveraging foreign-trade zone benefits to enhance export competitiveness.

Responsibilities of Hawaii Technology Development Corporation

HTDC shall:

- i. Strengthen manufacturers through INNOVATE Hawaii (Hawaii's National Institute of Standards and Technology Manufacturing Extension Partnership Center) with technical assistance, training, and operations improvement.
- ii. Provide industry-focused services, including lean/process improvement, Industry 4.0 technologies, supply chain optimization, cybersecurity, product development, and food safety program development.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- iii. Administer key manufacturing and innovation grants including the Manufacturing Assistance Program (“MAP”) and Hawaii Small Business Innovation Research (“SBIR”) matching programs to support technology development and commercialization.
- iv. Provide innovation infrastructure such as incubators and hubs (e.g. Entrepreneurs Sandbox) to support startups, manufacturers, and technology firms.
- v. Partner with educators and employers to build technology and manufacturing workforce pipelines.
- vi. Advance statewide technology sector growth and diversified economic development.

Responsibilities of Hawaii Community Development Authority:

HCDA operates under its own statutory authority and governance structure. Participation in this MOA and execution of related actions shall be subject to HCDA Board approval where applicable.

HCDA shall:

- i. Identify and plan sites for FPIN innovation hubs and value-added production facilities.
- ii. Connect FPIN firms with developers, investors, and public agencies to advance projects.
- iii. Streamline approvals for FPIN-related facilities to ensure zoning, building, and sustainability compliance.
- iv. Support investment attraction, job creation, and startup infrastructure.
- v. Coordinate necessary site infrastructure (roads, utilities, logistics support).
- vi. Engage communities and preserve cultural and historic assets.
- vii. Track FPIN project impacts and refine strategies.

b. UNIVERSITY OF HAWAII

Purpose: UH serves as FPIN’s research, technical assistance, and workforce engine. UH aligns applied research, extension services, academic programs, and technical training to strengthen Hawaii’s food system, manufacturing capacity, and statewide innovation economy.

Responsibilities of UH:

The UH fulfills its FPIN role through the coordinated efforts of its campuses and programs, including:

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- i. Advance applied research in food systems, processing, formulation, packaging, and shelf life to support value-added product development.
- ii. Provide extension services for food safety, processing, and packaging.
- iii. Develop a statewide manufacturing workforce through industry-aligned, stackable credentials and community-college training.
- iv. Build education pathways connecting 2-year and 4-year programs.
- v. Lead statewide FPIN planning through engagement, research, and pilot development.
- vi. Operate food innovation and analytical capacity for testing, prototyping, labeling, and commercialization.
- vii. Support entrepreneurship through product development programs and internships.
- viii. Maintain statewide technical and academic standards aligned with FPIN.

Specifically, the following campuses and units have the following responsibilities:

- i. UH Community Colleges (“UHCC”): Through the Office of the Vice President for Community Colleges, provides statewide access to technical education and workforce development programs, including early college and dual-credit pathways, and operates key facilities such as the Wahiawa Value-Added Product Development Center (“WVAPDC”) and Maui Food Innovation Center.
 - a. Leeward Community College:
 - i) Deliver entrepreneurship training including the ‘Āina to Mākeke and related programs.
 - ii) Provide the Food Manufacturing Technician certificate.
 - iii) Operate the WVAPDC including the High-Pressure Processing (“HPP”) facilities.
 - iv) Offer technical consulting in formulation, shelf life, and processing.
 - v) Expand access to neighbor-island partners through Statewide Access Master Plan.
 - b. Maui College:
 - i) Provide training and technical assistance in food business development and manufacturing.
 - ii) Operate shared-use facility for product testing and production.
 - iii) Support workforce through credit and non-credit programs.
 - iv) Connect entrepreneurs with experts and resources.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- c. Honolulu Community College:
 - i) Deliver training in machining welding, fabrication, and industrial production.
 - ii) Operate the Advanced Manufacturing Program Facility.
 - iii) Collaborate with the U.S. Department of Defense's Industrial Base Analysis and Sustainment Program, Ku'i Hao, and industry partners.

- ii. College of Tropical Agriculture and Human Resilience ("CTAHR"):
 - a. Supports commodity mapping, value-added product development, and scale-up programs.
 - b. Provide research in food systems, crop diversity, food science, and agricultural technology.
 - c. Deliver extension programs statewide.
 - d. Facilitate innovation forums.
 - e. Support agricultural workforce training.
 - f. Support FPIN planning using commodity maps developed with ADC, DAB, and the Office of Planning and Sustainable Development ("OPSD")

- iii. University of Hawaii Community Design Center ("UHCDC"):
 - a. Provides planning, research, and proof-of-concept design services to support FPIN infrastructure and implementation.
 - b. Develops MOAs with relevant entities to develop proof of concept engagement, research, analysis, planning, programming, designs, visualization, and communication strategies for FPIN sites.

c. **DEPARTMENT OF EDUCATION**

Purpose: DOE supports FPIN by connecting K-12 career and technical education pathways and adult education programming, including career foundations, to value-added food production, entrepreneurship, and workforce opportunities. FPIN prepares entrepreneurs and chefs to potentially work with DOE to provide value-added foods for school menus.

Responsibilities of Department of Education:

DOE shall:

- i. Develop relationships with out-of-state schools or school districts that have formed successful alliances with their regional kitchens or food product and innovation networks.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- ii. Support student entrepreneurship at the elementary, middle, and high school levels through career and technical education and Eduprise.
- iii. Administer work-based learning programs connected to FPIN for DOE students. This includes paid internships for high school and adult education students.
- iv. Develop and implement curriculum for Department of Education K-12 and adult education programs connected to FPIN, such as the Community Schools for Adults' Career Foundations curriculum. This includes the development of curriculum specifically for elementary schools.
- v. Support the use of the Career Foundations curriculum across state agencies and other members of FPIN through the Community Schools for Adults.
- vi. Continue to develop Career Foundations curriculum, as needed, to support the success and growth of FPIN through the Community Schools for Adults.

d. DEPARTMENT OF HEALTH

Purpose: DOH ensures that FPIN-related food development, processing, and commercialization with state and federal food-safety standards. The DOH will assist, when possible, with international food safety-standards.

Responsibilities of Department of Health:

DOH shall:

- i. Ensure compliance with applicable food safety requirements.
- ii. Conduct inspections and issue certifications.
- iii. Review and approve food production and manufacturing facilities, including shared-use and FPIN-supported facilities, prior to operation in accordance with applicable health and safety regulations.
- iv. Provide training, Hazard Analysis Critical Control Point ("HACCP") or equivalent food-safety plan templates, and technical support.
- v. Authorize CTAHR and LCC to deliver standardized food safety training.
- vi. Provide pre-application guidance to reduce permitting delays.
- vii. Align standards with FDA and USDA state food-safety standards.
- viii. Align guidance with federal funding opportunities supporting FPIN.

e. DEPARTMENT OF AGRICULTURE AND BIOSECURITY

Purpose: DAB prepares farmers to meet institutional-scale demand and emerging export opportunities while strengthening the agricultural economy.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

Responsibilities of Department of Agriculture and Biosecurity:

DAB shall:

- i. Support FPIN planning using commodity maps developed with ADC, CTAHR, and OPSD.
- ii. Develop grant and loan programs to help farmers scale food production.
- iii. Support cooperatives and food hubs through guidance and technical assistance.
 - a. Governance and business planning support.
 - b. Aggregation, cold chain, and distribution of operations.
 - c. Value-added processing and use of shared facilities (WVAPDC, HPP, commercial kitchens).
 - d. Market access and institutional buyer readiness.
 - e. Compliance with food safety and regulatory requirements (GAP, GMP, HACCP, labeling).
 - f. Workforce training aligned with FPIN needs.
 - g. Access to funding resources.
 - h. Implementation of data and traceability systems.
 - i. Integration into the Food and Product Innovation Network.
- iv. Conduct outreach on FPIN commodity needs and food safety requirements.
- v. Coordinate biosecurity and industry-protection measures.
- vi. With the Department of Business, Economic Development & Tourism, harmonize the Hawaii Made and Made in Hawaii with Aloha brands.
- vii. With interagency collaboration, for example, but not limited to, DOE, DBEDT, ADC, CTAHR, and the Department of Accounting and General Services, develop a system from delivery of commodities to payment for delivered goods, to eliminate barriers for DAB to encourage farmers to do business with the FPINs.

f. DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

Purpose: DLIR supports a skilled workforce for Hawaii's value-added food and manufacturing sectors.

Responsibilities of Department of Labor and Industrial Relations:

DLIR shall:

- i. Administer the Workforce Innovation and Opportunity Act ("WIOA") and the Employment and Training Fund Program.
- ii. Identify employer skill needs and training investments.
- iii. Support internships and on-the-job training, including Hele Imua.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- iv. Manage job placement via HireNet Hawaii.
- v. Provide workforce policy oversight.
- vi. Enforce labor and safety standards.

g. WORKFORCE DEVELOPMENT COUNCIL

Purpose: The Workforce Development Council serves as the State Workforce Development Board under WIOA and supports FPIN through statewide workforce strategy, system alignment, employer engagement, and development of talent pipelines connected to Hawai‘i’s food and product innovation economy.

Responsibilities of Workforce Development Council:

WDC shall:

- i. Align FPIN workforce initiatives with Hawai‘i’s WIOA State Unified Plan and long-term workforce priorities.
- ii. Convene employers, labor, education, and government partners to identify workforce needs in food production, manufacturing, logistics, and entrepreneurship.
- iii. Support development of career pathways, stackable credentials, and industry-recognized training programs relevant to FPIN sectors.
- iv. Promote work-based learning models including internships, apprenticeships, and earn-and-learn opportunities.
- v. Assist in identifying available federal and state workforce funding opportunities to support implementation.
- vi. Advance inclusive participation for underserved communities, rural communities, and Native Hawaiian beneficiaries through workforce access strategies.
- vii. Provide policy recommendations to strengthen long-term talent capacity for FPIN industries.

h. DEPARTMENT OF TRANSPORTATION

Purpose: DOT supports FPIN by enabling efficient and reliable movement of goods statewide.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

Responsibilities of Department of Transportation

DOT shall:

- i. Maintain cold-chain logistics and transportation infrastructure supporting movement of perishable goods.
- ii. Ensure intermodal connectivity across freight systems.
- iii. Support FPIN transportation needs for local and value-added products.
- iv. Coordinate with partners to optimize freight flow.
- v. Promote safety, sustainability, and accessibility.
- vi. Make available, to the maximum extent possible, local, and value-added products in vendor and retail space to promote the Hawaii-made brand.

4. *General Terms*

- a. DURATION: This MOA shall take effect on July 1, 2026 and expire on June 30, 2028.
- b. MOA RENEWAL: this MOA may be extended for a period not to exceed two state fiscal years, provided that:
 - i. The Parties mutually agree in writing to extend the MOA prior to the expiration of the MOA; and
 - ii. The extended MOA shall be under the same terms and conditions of the original MOA, unless all Parties agree in writing to modify terms.
- c. DISPUTE RESOLUTION: In the event of any dispute, claim, or controversy arising out of or relating to this MOA, the complaining Party shall notify the other Parties of the dispute, claim, or controversy. The Parties shall attempt in good faith to resolve the matter through informal discussions.

If the dispute is not resolved through informal discussions within thirty (30) days after written notice of the dispute is provided as set forth above, the dispute shall be submitted to the Department of the Attorney General for discussion with each Party's legal counsel and, if applicable, a proposed resolution. The Parties shall cooperate fully and provide such information as may be reasonably requested for purposes of resolving the dispute. Any proposed resolution developed by the Department of the Attorney General shall be advisory only.
- d. APPROVAL: This MOA is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including as required by statute, regulation, rule, order, or other directive.

MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT INNOVATION NETWORK

- e. MOA TERMINATION: Any Party may terminate its participation in this MOA by providing at least thirty (30) days written notice to the other Parties. The remaining Parties shall meet and determine whether the purpose of the MOA remains feasible without the terminated Party. If the remaining Parties determine that the purpose of the MOA remains feasible, they may continue operating under this MOA and shall make modifications as necessary to effectuate its purpose. Any amendments or modifications shall be completed pursuant to section f of this section.
- f. AMENDMENTS AND MODIFICATIONS: This MOA may be amended or modified only by mutual agreement in writing and signed by all of the Parties involved, including approval as to form by the Department of the Attorney General. The updated MOA shall be provided to all Parties upon execution.

5. Other Provisions:

- a. Nothing in this MOA shall be construed to conflict with applicable laws or otherwise diminish authorities otherwise vested in the Parties under federal law, the laws of the State of Hawai'i and/or binding agreements on agencies with third parties. Any provision in this MOA found to be in conflict with federal or state law and/or existing agreements shall be invalidated, but the remainder of this MOA shall remain in effect. If a provision is invalidated, the Parties shall immediately review this MOA to decide what should be done in light of the invalid term.
- b. This MOA defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation or an authorization for particular expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise are generally intended to be provided by each Party to the extent that their participation is required and resources are available.
- c. Nothing in this MOA is intended to require the expenditure of funds in excess or advance of applicable appropriations. This MOA is not a fiscal or funds obligation document. Any activities involving reimbursement or contribution of funds among Parties to this MOA shall be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in separate agreements that identify the specific projects between or among the Parties in appropriate detail. Such separate agreements should also reference this MOA.
- d. Nothing herein is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any non-party to this MOA against the State of Hawai'i, its respective departments, agencies, or entities, or their officers, employees, or agents, or any other person.

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT
INNOVATION NETWORK**

6. *Signatures of Approval:* Each party, by the signature below of its authorized representative, hereby acknowledges understanding of this MOA and agrees to its content.

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**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT
INNOVATION NETWORK**

State of Hawai‘i,
Department of Business, Economic Development, and Tourism

APPROVED AS TO FORM:

James Kunane Tokioka
Director
State of Hawai‘i, Department of Business, Economic Development, and Tourism

Deputy Attorney General

Dated: _____

Agribusiness Development Corporation

APPROVED AS TO FORM:

Wendy Gady
Executive Director
Agribusiness Development Corporation

Deputy Attorney General

Dated: _____

Hawaii Technology Development Corporation

APPROVED AS TO FORM:

Trung Lam
Executive Director
Hawaii Technology Development Corporation

Deputy Attorney General

Dated: _____

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT
INNOVATION NETWORK**

Hawaii Community Development Authority

APPROVED AS TO FORM:

Craig K. Nakamoto
Executive Director
Hawaii Community Development Authority

Deputy Attorney General

Dated: _____

University of Hawai'i

APPROVED AS TO FORM:

Wendy F. Hansel
President
University of Hawaii

Deputy Attorney General

Dated: _____

State of Hawai'i, Department of Education

APPROVED AS TO FORM:

Keith T. Hayashi
Superintendent
State of Hawai'i, Department of Education

Deputy Attorney General

Dated: _____

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT
INNOVATION NETWORK**

APPROVED AS TO FORM:

Hawaii Department of Health

Kenneth S. Fink
Director
Hawaii Department of Health

Dated: _____

Deputy Attorney General

APPROVED AS TO FORM:

State of Hawai'i, Department of Agriculture and Biosecurity

Sharon Hurd
Chair
State of Hawai'i, Department of Agriculture and Biosecurity

Dated: _____

Deputy Attorney General

APPROVED AS TO FORM:

Department of Labor and Industrial Relations

Jade Butay
Director
Department of Labor and Industrial Relations

Dated: _____

Deputy Attorney General

**MEMORANDUM OF AGREEMENT TO SUPPORT THE FOOD AND PRODUCT
INNOVATION NETWORK**

APPROVED AS TO FORM:

Department of Transportation

Edwin Sniffen
Director
Department of Transportation

Deputy Attorney General

Dated: _____

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