

MEMORANDUM OF UNDERSTANDING

DATE May 8TH 2024

BETWEEN

Space Economy Evolution Lab (SEE Lab) of SDA Bocconi School of Management - Università Commerciale “Luigi Bocconi” (here defined as “**SEE Lab**”), with legal address in Milan (MI), 20136, via Sarfatti n° 25, VAT no. IT 03628350153, fiscal code no. 80024610158, duly represented by Professor Stefano Caselli, in his quality of Dean of SDA Bocconi School of Management and Professor Simonetta Di Pippo, in her quality of SEE Lab’s Director.

AND

Autorità di regolazione dei trasporti (here defined as “Autorità”), fiscal code n. 97772010019 – PEC pec@pec.autorita-trasporti.it, with legal address in Torino, via Nizza n. 230, duly represented by President Dott. Nicola Zaccheo.

SEE Lab and **ART** are hereinafter collectively referred to as the “**Parties**” and each of them a “**Party**”.

WHEREAS

- 1) SEE Lab is a multidisciplinary research lab focused on the analysis of space economy. This lab aims to provide space-oriented businesses, non-space industries, financial operators and public actors with the in-depth understanding and strategic insights necessary to leverage the opportunities presented by the evolution of space economy.
- 2) ART is a multidisciplinary transport regulator, focused on the optimisation of the conditions for promoting and/or further developing competition “in the market” and “for the market” within the transport system as a whole, with a view to steer the development of each transport mode towards the respective vocational market segments, to the benefit of both “business to business” and “business to customer” commercial interactions between access providers to transport infrastructures, providers of transport services and final transport customers
- 3) By means of this Memorandum of Understanding (the “**MOU**”), the Parties intend to set out the terms and conditions of their collaboration in the areas of research of the space sector, particularly space resource development and utilization, as better detailed in this MOU.

Purpose

The purpose of this MOU is to establish the terms and conditions under which the Parties will collaborate in the areas of research of the space sector, particularly space resource development and utilization (hereby “**Purpose**”).

For the fulfilment of the Purpose, SEE Lab and **ART** agree to explore potential ways of collaboration that may include:

- Initiatives of common interest, particularly in regard of theoretical and applied research on the space and space economy sectors, dissemination events and educational programs.
- Joint organisation of lectures, speaking opportunities and conferences.
- Training internship for final year students.
- The above is a not exhaustive list and the Parties may mutually agree in writing, in order to consider additional activities within the Potential Areas of Collaboration.

Each activity, if pursued, will be subject to a separately executed written agreement. Such agreements will identify the nature and pertinent details of such activities, their objectives, any financial consideration, and all the proper terms and conditions.

Non-Exclusivity

The collaboration between SEE Lab and **ART** under this MOU shall be on a non-exclusive basis. Accordingly, each Party may freely engage in similar arrangements with other institutions.

Term and Termination

This MOU is valid and effective for a three-year period starting from its signing date. The term of this MOU is automatically extended for additional three years, unless written requests by at least one Party.

Upon termination of this MoU, the rights and obligations of the Parties defined under any other written agreement executed pursuant to this MoU shall cease to be effective, unless that agreement states otherwise.

Funding

This MOU imposes no financial obligations on either Party. Co-operative activities that require funding and resources shall not be initiated before the necessary funding and resources have been identified and secured. When the Parties identify and secure the necessary funding and resources for a cooperative activity, the Parties will commence discussions to secure a definitive written agreement for such activity. Neither Party shall incur any obligations with respect to such activity prior to the Parties securing a definitive written agreement.

Intellectual Property Rights

This MOU does not delegate or transfer either Party's intellectual property rights to the other Party.

Each Party acknowledges and accepts that the names, trademarks, logos and other distinctive signs of the other Party (the "**Trademark**") are its exclusive property or at its exclusive disposal and may in no case be used, exploited and/or reproduced, in any form and in any context, whether public or private, for any purpose, except by express written agreement and in any case except for authorised uses for purposes strictly connected to the execution of this MOU.

The Parties will keep the exclusive ownership of the Trademarks of which they are respectively owners or licensees, without any potential authorisation to use the Trademark by the other Party for the purpose of the execution of this MOU being understood in any way as a trademark licence or as giving rise to any rights on the Trademark.

Upon termination of this MOU for any reason whatsoever, each Party shall be prohibited from using the other Party's Trademarks in any manner whatsoever and each Party shall return to the other Party any material in its possession or control containing the other Party's Trademarks, and in any event refrain from any further use thereof not expressly authorised.

Each and any communication related to SEE Lab and the activities carried out pursuant this MOU shall be agreed in advance by the Parties.

In any case, each Party: (i) agrees to refrain from carrying out activities that may directly or indirectly damage the other Party's name, trademark, logo and other distinctive signs; and (ii) undertakes to use the other Party's name, trademark, logo and other distinctive signs in compliance with the instructions

received by the other Party pursuant to this MOU and as previously agreed in writing, and in any case in such a way as not to expose the other Party to the risk of any reputational damage.

The provisions of this article will survive the termination of this MOU for any reason whatsoever.

Validity

This MOU sets forth the entire agreement of the Parties as to the subject matter. No modification or waiver of any of the provisions of this MOU is valid unless in writing and signed by the duly authorised representatives of the Parties.

Waiver

Any failure or delay of either Party to exercise any rights or powers under this MOU should not be deemed to a waiver of those rights, nor will any single or partial exercise of them preclude any further exercise, unless expressly so agreed in writing by the Parties.

Severability

The unenforceability or invalidity of any provision of the MOU does not impair, affect or invalidate the other provisions of this MOU.

Assignability

This MOU is binding upon and inures to the benefit of the successors and assigns of the Parties, but neither of the Parties may assign or transfer the MOU without the prior written consent of the other Party.

Counterparts, Electronic and Facsimile Delivery

This MOU may be executed in two or more identical counterparts by electronic or facsimile transmission. Digital and facsimile signatures have the same force and effects of original signatures.

Notices

Any notice, requests and other communications between the Parties shall be submitted, either by means of e-mail or by registered mail with return receipt to the following addresses:

- a) if to **SEE Lab**, to it at:

**Space Economy Evolution Lab (SEE Lab) of SDA Bocconi School of Management -
Università Commerciale “Luigi Bocconi”**

Via Sarfatti, 25, 20136 Milan, Italy

E-mail: filippo-papamarengi@sdabocconi.it

To the kind attention of: SEE Lab – Filippo Papamarengi

- b) if to **ART**, to it at:

Autorità di regolazione dei trasporti

via Nizza n. 230, 10126 Turin, Italy

E-mail: s.ruffini@autorita-trasporti.it

To the kind attention of: Ing. Stefano Ruffini

All notices given or served pursuant to or otherwise relating to this Agreement will be in writing, in the English language.

Confidentiality

Each Party will hold in confidence and will not directly or indirectly disclose to any person or use for its own benefit any information provided by the other Party or otherwise obtained or developed by, as a result of or in connection with the collaboration contemplated by this MOU that is confidential or proprietary in nature to the disclosing Party (the “**Confidential Information**”), whether written, verbal or in any other form.

The following is not considered Confidential Information for the purposes of this MOU:

- a. information which has become part of the public domain before or after being communicated, but not due to the fault of the receiving Party;
- b. information already known to the receiving Party at the time of receipt;
- c. information legitimately received from third parties without any fault on their part and without any restriction or breach of the MOU;
- d. information developed by the receiving Party regardless of any transmission of Confidential Information by the transmitting Party;
- e. information the use or disclosure of which has been authorized in writing by the transmitting Party;
- f. information which must be disclosed pursuant to law, regulation or court order;
- g. information transmitted, for any reason whatsoever, after the expiry or termination of this MOU.

Governing Law and Jurisdiction

This MOU is governed by and construed in accordance with Italian law and, for any aspect not regulated therein, the provisions of the Italian Civil Code shall apply.

Any dispute arising out of or in connection with the validity, interpretation, performance and/or termination of this MOU shall be subject to the exclusive jurisdiction of the Court of Turin (Italy).

GDPR

The Parties mutually acknowledge that, in the execution of the MOU, they will process personal data as Autonomous Controllers, each for their own competences and for their respective purposes, in full compliance with the European Regulation on the protection of personal data. 2016/679 ("GDPR"), of Legislative Decree no. 196/2003 and subsequent amendments ("Privacy Code"), as well as its subsequent provisions.

ART undertakes to inform the interested parties that the data processing will also be carried out by SEE Lab, in the aforementioned qualification, for the purposes connected to the MOU.

The obligations of this article will survive the termination of this MOU for any reason.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Signatures

Autorità di regolazione dei trasporti

Name: Nicola Zaccheo

Title: President

Space Economy Evolution Lab (SEE Lab) of SDA Bocconi School of Management - Università Commerciale “Luigi Bocconi”

Name: Stefano Caselli

Title: DEAN of SDA Bocconi School of Management

Name: Simonetta Di Pippo

Title: Director of SEE Lab