DELIBERAZIONE N. 46

CONSIGLIO N. 5 DI DATA 24.06.2021

CONSIGLIO DI AMMINISTRAZIONE

estratto del processo verbale

OGGETTO: APPROVAZIONE DI UN MEMORANDUM OF UNDERSTANDING PER LA COLLABORAZIONE NEL CAMPO DELLA SPERIMENTAZIONE DEL VETTORE ENERGETICO IDROGENO CON SNAM, UNIVERSITÀ DI TRIESTE, UNIVERSITÀ DI UDINE, SISSA, OGS, CNR-IOM, ELETTRA SINCROTRONE TRIESTE.

		PRESENTI ALLA VOTAZIONE	ASSENTI ALLA VOTAZIONE
	Aventi diritto di voto:		
1.	Caterina Petrillo	X	
2.	Sabrina Strolego	X	
3.	Alberto Aloisio	X	
	Senza diritto di voto:		
	REVISORI DEI CONTI		
1.	Nazzareno Cerini	X	
2.	Antonio Musella		X
3.	Rodolfo Fiocchi	X	
	CORTE DEI CONTI		
1.	Tiziano Tessaro	X	
	IL DIRIGENTE VICARIO DEL DIRETTORE GENERALE		
1.	Stephen J. Taylor	X	

SEGRETARIO: Diego Arocchi

In ordine all'oggetto sopra indicato il Consiglio di Amministrazione ha discusso e deliberato quanto di seguito riportato:

IL CONSIGLIO DI AMMINISTRAZIONE

VISTO l'art. 17, comma 2, n. 25) dello Statuto dell'Ente, che rimette alla competenza del Consiglio di Amministrazione "*l'approvazione delle convenzioni e degli accordi con Università e con soggetti pubblici o privati, nazionali o internazionali*";

DATO ATTO che Area Science Park è il soggetto attuatore e beneficiario diretto degli interventi finanziari previsti nell'ambito del Protocollo di Intesa siglato il 1° marzo 2018 tra il Ministero dell'Istruzione, dell'Università e della Ricerca (MIUR), il Ministero dello Sviluppo Economico (MISE) e la Regione Autonoma Friuli-Venezia Giulia (RAFVG) per la realizzazione del sistema strategico ARGO, da strutturare sul modello *Hub & Spoke* e da sviluppare attraverso quattro linee di intervento integrate in altrettanti *asset*, tra cui l'*asset 1* - Insediamenti industriali ad alta tecnologia - rappresentato da insediamenti industriali in grado di attrarre investimenti ad alta tecnologia in un modello ad economia circolare sostenibile;

DATO ATTO che in attuazione della L.R. 45/2017, in data 1° marzo 2018, il Ministero dell'Istruzione, dell'Università e della Ricerca, il Ministero dello Sviluppo Economico e la Regione Friuli Venezia Giulia hanno sottoscritto l'Intesa avente a oggetto la creazione del Sistema ARGO, in cui si prevede che il Sistema così denominato debba essere strutturato sul modello *Hub & Spoke* e realizzato attraverso lo sviluppo di quattro linee di intervento integrate nell'ambito dei seguenti asset:

- asset 1 (*Industrial Innovation Harbour* – IIH) - Porto dell'Innovazione Industriale - rappresentato da insediamenti industriali in grado di attrarre investimenti ad alta tecnologia grazie alla logistica portuale, alla ricerca avanzata e ai punti franchi;
- asset 2 (*High Impact Net* – HIN) - Rete degli Incubatori - rappresentato dall'incubazione e dalla generazione di impresa attraverso nodi territoriali che operano con metodologie condivise;
- asset 3 (*Industry Platform 4 FVG* – IP4FVG) - Piattaforma Digitale per le imprese - rappresentato dalla trasformazione digitale delle imprese attraverso lo sviluppo di una piattaforma regionale con quattro nodi a specializzazione tematica;
- asset 4 - Piattaforme Tecnologiche - rappresentato dalle infrastrutture tecnologiche a sostegno della ricerca e della sperimentazione industriale;

CONSIDERATO che l'Asset 1 del succitato programma strategico ARGO vuole contribuire a favorire lo sviluppo di nuovi insediamenti industriali eco-compatibili supportando progetti di ricerca industriale *green* che mettano a sistema le esistenti competenze scientifiche-tecnologiche;

PRESO ATTO che la società SNAM S.p.A. ha proposto ad Area Science Park e a un gruppo di altri Enti del sistema scientifico regionale (Università degli Studi di Trieste, Università degli Studi di Udine, Scuola Internazionale Superiore di Studi Avanzati - SISSA, Istituto Nazionale di Oceanografia e di Geofisica Sperimentale - OGS, E Elettra-Sincrotrone Trieste S.C.p.A., Dipartimento di Scienze Fisiche e Tecnologie dei Materiali del Consiglio Nazionale delle Ricerche - DSFTM-CNR) di partecipare a un tavolo tecnico per costituire un *Hub* regionale per la ricerca e la sperimentazione di nuove soluzioni per la produzione, lo stoccaggio e l'utilizzo del vettore energetico idrogeno;

CONSIDERATO che le linee di ricerca e sperimentazione oggetto di discussione del suddetto tavolo sono pienamente conformi alle finalità dell'*Asset* 1 del programma strategico ARGO dinanzi menzionato e trovano altresì forte corrispondenza nella "Missione 2, componente 2 - Energia rinnovabile, idrogeno, rete e mobilità sostenibile" del PNRR Italiano recentemente trasmesso alla Commissione Europea;

ATTESO che gli Enti pubblici e privati partecipanti al medesimo tavolo intendono sancire il raggiungimento di un'intesa preliminare attraverso la stipula di un *Memorandum of Understanding* (MoU) per l'attuazione del progetto finalizzato alla creazione del suddetto *Hub* regionale dell'idrogeno, valorizzando le competenze e gli insediamenti già presenti sul territorio regionale al fine di avviare un polo sperimentale in grado di confrontarsi con analoghe esperienze europee nell'ambito della produzione, stoccaggio e utilizzo del vettore energetico idrogeno;

RICHIAMATA la deliberazione del Consiglio di Amministrazione del 5 novembre 2020, n. 86, con cui veniva adottato il testo dell'avviso pubblico finalizzato ad acquisire manifestazioni di interesse per costituire una *long list* di soggetti pubblici e privati, nazionali e internazionali, interessati a realizzare iniziative, programmi e progetti, coerenti con la missione di Area Science Park, in partenariato o in collaborazione con quest'ultima;

PRESA VISIONE del verbale della commissione riunitasi il 10 maggio 2021 per valutare le manifestazioni di interesse pervenute in risposta al suddetto avviso dal 16 aprile 2021 al 3 maggio 2021 e, in particolare, della valutazione positiva espressa in ordine alla manifestazione di interesse presentata dalla società promotrice dell'iniziativa SNAM S.p.A., costituente titolo per l'iscrizione alla citata *long list*, e ritenuto di condividerle;

PRESA VISIONE altresì dello schema di MoU allegato alla presente deliberazione per farne parte integrante e sostanziale e ritenuto di approvarlo e procedere alla sua sottoscrizione;

RITENUTO di modificare l'art 8.1 introducendo una formulazione che coniughi le esigenze di confidenzialità dei rapporti con le esigenze di pubblicazione dei risultati scientifici dell'iniziativa, che l'Ente è tenuto a preservare;

DATO ATTO che il MoU sarà sottoscritto dalla Presidente Caterina Petrillo, alla quale è data facoltà di apportare la modifica di cui all'art. 8.1, nonché ulteriori marginali modifiche o integrazioni al testo, che dovessero rendersi necessarie in fase di sottoscrizione;

DATO ATTO, altresì, che dal presente provvedimento non derivano oneri di spesa e che quanto deliberato attiene alle attività e alle finalità istituzionali dell'Ente;

SU PROPOSTA del Dirigente Vicario del Direttore Generale;

CON VOTO unanime;

DELIBERA

- di approvare lo schema del Memorandum of Understanding con SNAM S.p.A., Università degli Studi di Trieste, Università degli Studi di Udine, Scuola Internazionale Superiore di Studi Avanzati

- SISSA, Istituto Nazionale di Oceanografia e di Geofisica Sperimentale - OGS, E Elettra-Sincrotrone Trieste S.C.p.A., Dipartimento di Scienze Fisiche e Tecnologie dei Materiali del Consiglio Nazionale delle Ricerche - DSFTM-CNR, allegato alla presente deliberazione per farne parte integrante e sostanziale, e di autorizzarne la sottoscrizione;

– di dare atto che il MoU sarà sottoscritto dalla Presidente Caterina Petrillo, alla quale è data facoltà di apportare la modifica all'art. 8.1, nonché ulteriori marginali modifiche o integrazioni al testo che dovessero rendersi necessarie in fase di sottoscrizione.

IL SEGRETARIO	LA PRESIDENTE
Diego Arocchi	Caterina Petrillo
Firmato digitalmente da DIEGO AROCCHI	Firmato digitalmente da PETRILLO CATERINA C=IT

MEMORANDUM OF UNDERSTANDING

Between

Università degli Studi di Trieste, with registered office in Trieste, Piazzale Europa, 1 - 34127, tax code 80013890324 and VAT number no. 00211830328, (hereinafter referred to as "University of Trieste"), represented by Prof. Roberto Di Lenarda, in its quality as Rector;

Università degli Studi di Udine, with registered office in Udine, via Palladio, 8, tax code n. 80014550307 and VAT number no. 01071600306, (hereinafter referred to as "University of Udine") represented by Roberto Pinton, in its quality as Rector;

And

Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park, with registered office in Padriciano 99, Trieste, tax code and VAT number no. 00531590321, (hereinafter referred to as "Area Science Park"), represented by Prof. Caterina Petrillo, in its quality as President;

And

Scuola Internazionale Superiore di Studi Avanzati, with registered office in via Bonomea 265, 34136 Trieste, tax code 80035060328 and VAT number no. 00551830326, (hereinafter referred to as "SISSA"), represented by Prof. Stefano Ruffo, in its quality as Director;

And

Istituto Nazionale di Oceanografia e di Geofisica Sperimentale - OGS, with

registered office in Sgonico, B.go Grotta Gigante 42/C, tax code and VAT number no. 00055590327, (hereinafter referred to as "**OGS**"), represented by Nicola Casagli, in its quality as President;

And

Dipartimento di Scienze Fisiche e Tecnologie della Materia del Consiglio Nazionale delle Ricerche [...] with registered office in Piazzale Aldo Moro 7, 00185 Roma [...] , [...] No. , tax code 80054330586 and VAT number no. 02118311006, (hereinafter referred to as "**CNR-DSFTM**"), represented by Rosario Corrado Spinella, in its quality as Director;

And

Elettra - Sincrotrone Trieste S.C.p.A. with registered office in Trieste, S.S: 14 - km 163,5 in AREA Science Park, loc. Basovizza, tax code and VAT number no. 00697920320, (hereinafter referred to as "**Elettra**"), represented by prof. Alfonso Franciosi, in its quality as President and Chief Executive Officer;

And

Snam S.p.A. with registered office in San Donato Milanese, Piazza Santa Barbara 7, tax code and VAT number no. 13271390158, (hereafter referred to as "**Snam**") represented by **Cosma Panzacchi** in its quality as EVP Business Unit H2;

Each of Snam, University of Trieste, University of Udine, Area Science Park, Sissa, OGS, DSFTM-CNR and Elettra-Sincrotrone hereunder referred to individually as "**Part**" and jointly as "**Parties**"

Whereas

I. University of Trieste is dedicated to the discovery, development, transfer and application of knowledge in a wide range of academic and professional fields. The University's goal is to provide high-quality undergraduate and graduate education, along with the development of new skills through research and creativity. The academic activity must be oriented to transfer a large contribution of knowledge endowments, as to provide young generations with the appropriate skills for wide overviews and real innovation through a cultural process of knowledge integration.

II. University of Udine is a Public University founded in 1978 and its mission is to contribute to society through the pursuit of education, learning, research and technology transfer at the highest international levels of excellence in the fields of Agrifood, Architecture, Cultural Heritage, Engineering, Environment, Health, and Social and Economic Sciences. At this aim students and researchers benefit from international and inter-regional networks within and outside the EU, such as with United States, Canada, Brasil and African countries. Since 2016 the University of Udine has the award "Human Resources Strategy for Researchers (HRS4R) – Excellence in Research" of the European Commission, which certifies the quality of the work environment and work well-being for researchers;

III. Area Science Park is a national research agency supervised by the Ministry of University and Research. It fosters and promotes innovation, scientific and technological research development, transfer its results to the market and contributes to the development of an economic system based on scientific and technological research and innovation. In particular, Area Science Park promotes and carries out activities of basic and applied scientific and technological research, transfer of knowledge and technology, dissemination of innovation to the production sectors and carries out projects aimed at improving an innovation-driven competitiveness of enterprises and regions; it lays out, designs and manages scientific and technological platforms and collaborates with local, regional, national and international public institutions and private entities.

IV. SISSA, the International School for Advanced Studies, was founded in 1978 and is a scientific center of excellence within the national and international academic scene. Located in Italy, in the city of Trieste, it features 80 professors, about 100 post-docs, 300 PhD students and 100 technical-administrative staff. SISSA is active in the fields of mathematics, physics, and neuroscience, offering both undergraduate and post-graduate courses. Each year, about 70 PhD students are admitted to SISSA based on their scientific qualifications. SISSA also runs master's programs in the same areas, in collaboration with both Italian and other European universities.

V. OGS is in internationally oriented public Research Institute operating under the aegis of the Italian Ministry of Universities and Research

(MUR). The institute performs basic and applied research in the fields of Earth Sciences, Geophysics, Oceanography, Marine, Maritime and Inland Waters, Seismology and Research Infrastructures. OGS contributes to the environmental protection, sustainable economic development and societal inclusion through tailored made initiatives. OGS evaluates and prevents geological, environmental and climatic risks; it spreads scientific culture and knowledge, builds capacities and transfers knowledge.

VI. CNR-DSFTM is a Department of the Italian National Research Council and its main goal is to contribute to knowledge advances in the field of physics of matter and materials science, pursuing the effort of closing the distance between fundamental research on materials properties and potential technological applications. This is achieved thanks to the strong expertizes available in the different research Institutes of the DSFTM, where basic research activities are carried out in strong collaboration with University and Industry, by using and developing innovative instrumentation and facilities. The strategic areas where the DSFTM has a leading role are: Optics, photonics, atomic and quantum technologies; Micro– nanoelectronics, sensors, micro– nanosystems; Complex systems, soft matter and biophysics; Innovative materials and advanced characterization techniques.

VII. Elettra is a non-profit, publicly funded national research organization based in Trieste, Italy, where it has established the international multidisciplinary research center Elettra, specialized in generating high quality synchrotron and free-electron laser light and applying it in

materials and life sciences. The main assets of the research center are two advanced light sources, the electron storage ring Elettra and the free-electron laser (FEL) FERMI, supplying high-intensity, ultra-bright radiation from the infrared to hard x-rays to 34 experimental stations open to international users. The third-generation, storage ring-based, synchrotron light source Elettra regularly operates at two distinct energies – 2.0 GeV and 2.4 GeV – providing stable photons fluxes, from infrared to hard x-rays, to its 28 beamlines, according to the users' needs. The FERMI laser source radiation covers the photon spectrum from the visible-ultraviolet to the soft x-rays. Few years after the upgrade of the electron source, from the original linear accelerator to the full-energy booster synchrotron, Elettra has planned the upgrade of the storage ring. Project Elettra 2.0 aims to increase the brilliance and coherence fraction of the light source, by reducing the emittance by more than one order of magnitude.

VIII. Snam is a company listed on the MTA – Mercato Telematico Azionario of Borsa Italiana S.p.A. active in the transport, dispatching, storage and regasification of natural gas in Italy and, through subsidiaries and related companies in other European and non-Euopean states; Snam has an extensive and long-established distinctive experience and know-how in the construction and operation and management of gas infrastructures; Snam is also active in the areas of sustainable mobility and energy efficiency and promotes innovative technologies to increase the use of biomethane, renewable gas and hydrogen.

IX. The Parties recognize the importance of a synergistic collaboration

between universities, research centers, and business and the definition of shared projects closely linked to the economic and production context in the fields of energy transition and sustainability, in particular the activities will focus on Hydrogen for Port logistics and Maritime Mobility, Hydrogen for Steel Manufacturing, Hydrogen for decarbonization and Energy Storage.

X. The Parties by mean of this Memorandum of Understanding, intend to set certain terms and conditions to explore the reciprocal interest to cooperate in the areas describe under Article 3 starting a path aimed at the possible subsequent conclusion of one or more operational contracts or partnerships dedicated to individual activities.

Now therefore, the Parties

agree the following:

Article 1 – Recitals

1.1 The above recitals hereto constitute a material and integral part of this Memorandum of Understanding (hereafter **"Memorandum of Understanding"**)

Article 2 – Definitions

2.1 Except as otherwise stated in the Memorandum of Understanding, the following terms and expressions shall have the meaning defined hereunder:

"**Contract(s)"**means one or more contractual agreements under which Snam or a Snam Affiliate and one or more of the other Parties may, during the term of this Memorandum of Understanding, pursue the Activities as described under Article 3 below;

"**Memorandum of Understanding**": means this Memorandum of Understanding, which has also been negotiated by Snam in the interest of its subsidiaries and related companies within the meaning of Article 2359 of the Civil Code (hereafter "**Snam Affiliates**"), which, therefore, may avail themselves of the rights referred to in this Memorandum of Understanding by entering into the relevant Contracts (as defined below);

"**Third Parties**": means any natural or legal person other than the Parties.

Article 3 – Object of the Agreement

3.1 The Parties, in the context of their respective purposes and functions, will make use of their technical and scientific expertise, as well as of their facilities and equipment to explore the mutual interest in the creation of synergies and projects (the "**Activities**") in the following fields energy transition and sustainability, in particular the activities will focus on:

3.1.1 Hydrogen for Port logistics and Maritime Mobility, among which:

(a) Hydrogen Fuel Cell for Cold Ironing Applications;

(b) Hydrogen related Smart Grid Technologies;

(c) Net zero emissions freight movement solutions;

(d) FC-GT Hybrid systems for naval propulsion;

(e) FC-Battery Hybrid systems for naval propulsion;

3.1.2 Hydrogen for Steel Manufacturing, among which:

(a) Optimization of H_2NG furnaces combustion (i.e., digital twin);

(b) Waste heat recovery integration for high efficiency electrolysis;

(c) Hydrogen use for DRI furnaces;

(d) Hydrogen as Feedstock for hard to abate sector decarbonization;

3.1.3. Hydrogen for decarbonization among which:

(a) Feasibility studies for the development of a Hydrogen Valley in the Friuli Venezia Giulia Region, aimed at developing a supply chain for production, transport, storage and use of hydrogen, based on research, technologies and infrastructures;

(b) Multy-Energy Systems, including mobility;

3.1.4 Hydrogen for energy storage, among which:

(a) Identification and characterization of sites for hydrogen storage in the subsoil, both onshore and offshore;

(b) Biogeochemical characterization, baseline studies and monitoring of off-shore impacts in coastal areas and/or in port areas;

3.1.5 Furthermore, the Parties may evaluate to focus on:

(a) Characterization and development of materials related to Hydrogen based technologies for different fields of applications;

(b) Development of product and process digital twin for different fields of applications;

(c) Production, transport, storage and use of other synthetic Hydrogen Based fuels;

(d) Data science and mathematical modelling of complex systems (High Performance Computer scientific systems, advanced numerical modeling for complex processes, development of artificial intelligence algorithms).

3.2 The concrete implementation of the Activities is subject to the signing of specific Contracts. This Memorandum of Understanding does not create any obligation on the Parties to enter into any of the Contracts and/or to pursue or finance in any way the collaboration described under article 3.1 above.

3.3 Furthermore, the signing of any Contracts is subject to the satisfactory completion of all internal procedures of the Parties, including the evaluation of the compatibility of the contemplated Activities with applicable laws, rules and regulations, the approval of their internal bodies, and when required by their internal rules, the formal authorization by their deliberative bodies.

3.4 The Parties expressly acknowledge that this Agreement does not create any exclusivity obligation among them.

Article 4 – Term and termination

4.1 This Memorandum of Understanding will come into force and effect upon its execution and shall remain in effect for a period of three (3) years. Tacit renewal of the Memorandum of Understanding is expressly excluded.

4.2 Each Party may withdraw from this Memorandum of Understanding, at any moment during the term of this Agreement, upon giving a 60 days prior written notice to the other Parties.

4.3 Any such withdrawal or expiration of this Agreement shall be without prejudice to the validity of any duly signed, agreed or executed Contracts which may have been entered into pursuant to the provisions hereof.

4.4 Clauses 7, 8 and 9 shall survive termination of this Agreement.

Article 5 – Working Group

5.1 The Parties may form joint working groups (the "**WG**") that will cover the five (5) areas described under articles 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5 to evaluate and define the methods of possible collaborations and implementation of the Activities.

5.2 Each WG will be composed by at least 1 representative appointed by each Party.

5.2 The WG will draw up an annual report on the progress of implemented and planned Activities that will be brought to the attention of the Board of Directors of the Parties.

Article 6 – Costs, Expenses and Charges

6.1 Without prejudice to the provisions of the Contracts, the activities carried out under this Memorandum of Understanding do not determine any obligation of the Parties to transfer sums between them. Each Party shall bear its own expenses, costs and charges incurred for performance of this Memorandum of Understanding, including all costs

of the staff dedicated to it.

6.2 Costs, expenses, charges and any transfers of funds (contributions to expenses or remuneration, depending on the type of activity) related to Activities included in a Contract will be regulated by the Contract.

Article 7 - Privacy

7.1 The Parties mutually acknowledge that any processing of personal data shall be performed in compliance with current legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (GDPR), therefore they undertake to perform only the processing of functional data, necessary and relevant to the execution of contractual services.

7.2 By signing the Memorandum of Understanding and the Contracts, each Party consents, for itself and for its employees, to the possible processing of personal data and commits to transmit personal data exclusively to those to whom communication is permitted by law and namely to those for whom the communication of the aforementioned data is necessary for the execution of contractual obligations.

7.3 The personal data acquired and/or received, by each of the Parties, in execution of the Memorandum of Understanding and of the Contracts, will be stored for the time strictly necessary to pursue the purposes for which they will be collected and processed, in a form that allows the

identification of the data subject, for a period of time not exceeding the achievement of the aforementioned purposes.

7.4 After 15 days from the date of expiry of the Memorandum of Understanding or from the date of termination, for any reason, of the Memorandum of Understanding and each of the Contracts each Party will be obliged to delete all data acquired in the execution of such contractual relationship. Parties may retain copy of such data and information only if required for regulatory or insurance purposes.

Article 8 – **Confidentiality**

8.1 The execution of this Memorandum of Understanding may result in the Parties exchanging proprietary and confidential information. Without prejudice to what is otherwise established in the context of the Contracts, “Confidential Information” in the context of this Memorandum of Understanding means all information, provided verbally or in writing from one Party to the other Party, by means of their respective representatives including, but not limited to, acts, documents, drawings, product samples, data, analyses, reports, studies, graphic representations, elaborates, evaluations, reports relating to technology and production processes, models and tables.

8.2 The Parties undertake to keep Confidential Information secret and not to reproduce it, nor disclose it to third parties, nor use Confidential Information for purposes other than the purpose of this Memorandum of Understanding.

8.3 Notwithstanding the provision of article 8.2 above, the Confidential Information may be communicated, without the need to obtain the prior consent of the other Party, only to those who objectively need to acquire knowledge of it for the purposes of this Memorandum of Understanding and who have previously assumed themselves an obligation of confidentiality in accordance with the provisions of this Memorandum of Understanding.

8.4 The Parties acknowledge to each other that information shall not be considered confidential information if it:

- has been previously agreed between the Parties for the purposes of press releases;
- is already in the public domain before or at the time they have been communicated to the receiving Party;
- becomes in the public domain after being communicated to the receiving Party, for reasons not attributable to the receiving Party;
- has been acquired without confidentiality duties by Third Parties;
- has been developed independently by representatives of the Receiving Party who have not had access to Confidential Information.

8.5 In the event that the receiving Party is obliged by laws, decrees, regulations, or other measures issued by a Public Authority to disclose Confidential Information in violation of this confidentiality obligation, its representatives must immediately notify the Disclosing Party in order to allow it to oppose to the aforementioned measures and - if requested - the receiving Party shall provide its cooperation in such opposition. In

any case, only that part of the Confidential Information that the receiving Party is legally obliged to disclose from the aforementioned measures may be disclosed.

8.6 The confidentiality obligations referred to in this Article shall remain in force for three years from the expiry of this Memorandum of Understanding.

8.7 Each Party shall be responsible under Art. 2049 of the Italian civil code for the fact of its employees and managers.

8.9 Without prejudice to the effectiveness of this clause in the Contracts, the Parties undertake to recall it in all contracts arising from this Memorandum of Understanding, except where, by virtue of the subject matter of the specific Contract, stricter provisions are required.

8.10 Any document, specification, design and sample and any other information that one Party (Disclosing Party) may have provided to the other (Receiving Party) in the performance of this Memorandum of Understanding or of a Contract is and remains the property of the Disclosing Party. At the end of the Contract, the receiving Party undertakes to return to the Disclosing Party those documents, specifications, drawings and samples for which a request for return has been made by the Disclosing Party itself which in this case will bear and bear at its sole expense any costs (packaging, transport etc...) relating to the return.

Article 9 – Applicable Law and Jurisdiction

9.1 This Memorandum of Understanding shall be governed by Italian Law

9.2 The Parties undertake to try to settle amicably with each other any controversy arising from this Memorandum of Understanding.

9.3 Any dispute that may arise between the Parties, including regarding the interpretation, execution and resolution of this Memorandum of Understanding and any subsequent Contracts, is subject to the exclusive jurisdiction of the Court of Milan.

Article 10–Administrative Liability and Anti-Corruption

10.1 Each Party declares to know, and undertakes to comply with, the Anti-Corruption Laws[1].

10.2 The Parties declare to know, and undertake to comply with the Code of Ethics, the "Model 231" of Snam and the "Anti-Corruption Guideline" of the Snam Group (available and printable on the website www. snam.it) (the code of ethics and the model of organization and control of Snam, hereafter, the "**Codes**").

10.3 The Parties undertake, for the entire duration of this Memorandum of Understanding and for all activities related to it, to keep a conduct in line with the principles contained in the aforementioned Codes as well as to make them known to and be complied with by their employees and collaborators and anyone participating in the execution of the Memorandum of Understanding itself and of the individual Contracts.

[1] The expression “Anti-Corruption Laws” indicates: the Italian Penal Code, Law 6 November 2012 n. 190, the Legislative Decree 8 June 2001 n. 231 and any other applicable provision, the "U.S. Foreign Corrupt Practices Act ", the UK Bribery Act, other public and commercial laws against corruption in the world and international anti-corruption treaties, such as the Organization for Economic Cooperation and Development Convention on combating corruption of foreign public officers in international business transactions and the United Nations Convention against Corruption.

The Parties undertake to observe and make the aforementioned subjects observe a behavior that is fully compliant with the Codes and that does not affect the image and, in any case, the moral and material values of Snam that the company applies in the exercise of its activity, also with reference to its relations with third parties. It is expressly understood that, if in the activities still related to the execution of this Memorandum of Understanding, any Party and/or its employees and /or collaborators etc. other than Snam carries out unlawful conduct pursuant to Legislative Decree 231/2001 and/or Law 190/2012 and/or in violation of the Codes, Snam has the right to terminate the Memorandum of Understanding, as well as any Contracts pursuant to art. 1456 of the Italian civil code.

10.4 With regard to the execution of the Memorandum of Understanding, the Parties undertake:

a) to refrain from giving or promising money, commissions, emoluments and other benefits to directors, statutory auditors, employees or collaborators of the other Party and/or companies in the respective group, including gifts, entertainment, travel or any other type of benefit, even intangible, beyond the limits of what is allowed by the Codes;

b) in any case to communicate without delay any request or attempted request or giving or promise of what is indicated above regardless of any assessment of whether or not it conforms with the Codes";

c) to refrain from concluding agreements directly with staff of the

group to which the other Party belongs or their family members or companies attributable to them.

d) Such communications must be directly and promptly reported to the competent offices indicated by the Parties.

10.5 The Parties declares to know and undertakes to comply with, any applicable anti-bribery laws and Elettra Organizational, Management and Control Model, Code of Ethics, and Code of Conduct adopted by Elettra (copy of that can be consulted at the following Elettra internet address: www.elettra.trieste.it/public/amministrazione-trasparente/altri-contenuti-accesso-civico.html) to prevent cases connected to specific areas of risk and to enforce the rules contained therein, as applicable, to its employees or third parties to be used in the execution of the activities covered by this Memorandum of Understanding.

10.6 Without prejudice to any right and remedy pertaining to each Party by law and / or by contract, and without prejudice to any mutual responsibility and the obligation to hold the other Party harmless and indemnified from any liability towards third parties, in case of breach of the provisions referred to in this Article, the non-defaulting Party may terminate this Memorandum of Understanding pursuant to and by effect of art. 1456 cod. civ.

10.7 Each party acknowledges that the other Parties have adopted certain Code of Ethics, Code of Conducts and a three-year Corruption Prevention Plan available for consultation on their respective websites. SNAM undertakes to observe and respect, as well as to

have its auxiliaries, employees, and / or collaborators observe the rules, procedures and principles, as far as applicable, contained in the aforementioned documents. Failure by SNAM to comply with these obligation constitutes a serious breach pursuant to and for the purposes of art. 1456 of the Italian Civil Code

Article 11 – No Monetary Consideration

11.1 Without prejudice to the provisions of the Contracts, the activities carried out pursuant to this Memorandum of Understanding shall be carried out by each Party without the right to any monetary consideration arising in favor of the other Party.

Article 12 – Entire Agreement

12.1 This Memorandum of Understanding shall represent the entire agreement between the Parties and shall prevail over all previous agreements, both oral and written, between the Parties having the same object as the Memorandum of Understanding.

12.2 The total or partial invalidity of any provision of this Memorandum of Understanding shall not affect the validity of the remaining provisions, as provided for in Art. 1419 of the Italian civil code.

Article 13- Amendments and Additions

13.1 No amendment or addition to this Memorandum of Understanding shall be deemed valid or constitute an obligation for the Parties unless drafted in writing and signed by all Parties.

Article 14 – Relationship between the Parties and Third Parties

14.1 This Memorandum of Understanding does not create any association, joint venture or agency relationship between the Parties, but only governs the cooperation activity specified above between the Parties. Under no circumstances may any Party act under this Memorandum of Understanding against third parties in the name and on behalf of the other Parties.

14.2 Any failure by one of the Parties to exercise a contractual right does not constitute a waiver of that right. No Party shall be deemed to have waived the exercise of a right in relation to a breach of contract by an other Party unless such waiver has been specifically expressed in writing.

Article 15 – Prohibition of Transfer

15.1 This Memorandum of Understanding may not be transferred by any Party without the prior written consent of the other Party.

Article 16 - Notices

16.1 Communications due under the Memorandum of Understanding shall be made in writing and delivered or sent by registered letter and/or e-mail and /or PEC to the receiving Party at the address below:

- <u>to Snam:</u>

  SNAM S.p.A.

  Piazza Santa Barbara 7,

20097 – San Donato Milanese (MI)

PEC:

To the attention of:

email:

With copy to:

email:

to the University of Trieste: Address: Piazzale Europa 1 – 34127 Trieste

PEC: ateneo@pec.units.it

To the attention of: Magnifico Rettore

email: rettore@units.it

With copy to: Ufficio Partecipate, Partnership e Progetti Strategici

email: ilo@amm.units.it

- to the University of Udine:

Address:

PEC:

To the attention of:

email:

With copy to:

email:

- to Area Science Park:

Address: Padriciano 99, 34149 Trieste

PEC: protocollo@pec.areasciencepark.it

To the attention of: Stephen John Taylor

email: Stephen.taylor@areasciencepark.it

With copy to: Marcello Guaiana

email: marcello.guaiana@areasciencepark.it

- to SISSA:

  Address: Via Bonomea 265, 34136, Trieste

  PEC: protocollo@pec.sissa.it

  To the attention of: Marco Rucci

  email: direzioneamministrativa@sissa.it

  With copy to: Gianluigi Rozza

  email: gianluigi.rozza@sissa.it

- to OGS:

  Address: B.go Grotta Gigante 42/C

  PEC: ogs@pec.it

  To the attention of: Prof. Nicola Casagli

  email: presidente@inogs.it

  With copy to: Dott.ssa Paola Del Negro

  email: direttore@inogs.it

- to CNR-DSFTM:

  Address: Piazzale Aldo Moro 7, 00185 Roma

  PEC: protocollo-ammcen@pec.cnr.it

  To the attention of: Rosario Corrado Spinella, CNR-DSFTM Director

  email: segreteria.dsftm@cnr.it

  With copy to: Stefano Fabris

  email: fabris@iom.cnr.it

- to Elettra:

  Address: S.S. 14 - km 163,5 in AREA Science Park, loc. Basovizza, 34149 -Trieste

  PEC: sincrotrone.trieste.elettra@legalmail.it

  To the attention of: Prof. Alfonso Franciosi

  email: presidente@elettra.eu

  With copy to: Dott. Marco Peloi

  email: marco.peloi@elettra.eu

16.2 The communications shall be deemed delivered on the date of their actual receipt by the addressee.

16.3 Each Party shall communicate any amendment of the contact details by means of registered letter or P.E.C.; the amendment shall be effective as from the date of receipt of the delivery notice.

Article 18 - Counterparts

18.1 This Memorandum of Understanding is executed by digital signature according to the applicable legal provisions

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In witness thereof

Snam S.p.A.	**Università degli Studi di Trieste**
Università degli Studi di Udine	**Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park**
Scuola Internazionale Superiore di Studi Avanzati	**Istituto Nazionale di Oceanografia e di Geofisica Sperimentale - OGS**
Dipartimento di Scienze Fisiche e Tecnologie della Materia del Consiglio Nazionale delle Ricerche	**Elettra-Sincrotrone Trieste S.C.p.A.**