

STANDARD SCHEME TO FORMALIZE THE MEMORANDUM OF UNDERSTANDING WRITE TO BUTTERFLYAREA@UNITO.IT

BUTTERFLY AREA PROJECT PLATFORM CAMPUS "CITTA' DELLE SCIENZE E DELL'AMBIENTE" UNIVERSITA' DEGLI STUDI DI TORINO

MEMORANDUM OF UNDERSTANDING

BETWEEN

"COMPANY", VAT n° XXXX, with legal seat in XXX, represented by XXXX born in XXX on XXXX, duly authorized to stipulate this agreement, hereinafter referred to as "Organization";

AND

Università degli Studi di Torino, with legal seat in Torino Via Verdi, 8, Fiscal code n. 80088230018, VAT n. 02099550010, represented by the Director of Innovation and Internationalization, dr.ssa Elisa Rosso, born in Torino, on 15.10.1974, duly authorized to stipulate this agreement, hereinafter referred to as "University";

Hereinafter referred to jointly as "Parties", or individually, as "Party".

GIVEN THAT

The Università degli Studi di Torino (hereinafter the "University") has started the construction of the new university campus "Città delle Scienze e dell'Ambiente".

The objective is to create a dedicated area of 50,000 sqm on the campus - the Butterfly Area - which will host companies and organizations to do research, together with researchers and students, with joint laboratories, pilot plants, access to university research equipment and innovation services.

The Butterfly Area today is an idea, which needs to be designed together with those who will inhabit and use it in the near future.

To start the creation of an Ecosystem, the University launched in July 2021 a first call for expression of interest, aimed at individual subjects, leaving the formalization of public and private organizations participation to a later stage.

THE FOLLOWING IS AGREED

Art. 1 OBJECTIVE



This Memorandum of Understanding (hereinafter MoU), aims to involve the Organization, together with other public and private participants, in the "Butterfly Area" project platform open to companies, institutions, financial operators and third sector subjects - to support the University in designing the concept, services and opportunities of the Butterfly Area, so that it can become a driving force for the technological, scientific and innovation development of the research system, of local, national and international industry.

The specific objectives are:

- to represent and promote the "Butterfly Area" project platform in a coordinated manner, both nationally and internationally;
- propose discussions between academic, institutional and industrial stakeholders for the identification
 of the business model of the Butterfly Area, the innovation drivers, services and infrastructures of
 interest to the ecosystem;
- propose networking events that favor effective connections between the participants in the project platform, to launch the first innovation projects in the Butterfly Area, favoring coopetition and cluster approaches;
- start preliminary negotiation phases between the participants and the University for the settlement in the Butterfly Area.

Art. 2 PARTICIPATION MODES

There is no fee for participation in the Butterfly Area project platform.

Public and private entities wishing to participate in the initiative can share ideas, projects or other, in order to better define the proposal of the Butterfly Area.

Participants authorize the University to mention the name of the Organization in the information material relating to the Butterfly Area (for example: website, digital documentation, video) that will be created by the University, exclusively for the purposes of the initiative.

In favoring the creation and animation of the ecosystem, the University will be able to use the materials useful for the elaboration of the proposal free of charge.

The University and all participating Organizations, aware of the importance of the initiative, undertake to pursue the objectives defined above, ensuring collaboration and coordination of the activities and initiatives that will be presented to the Butterfly Area Project Platform. They also undertake to appoint a contact person for the Organization, who can follow and contribute to the work of the initiative.

Any collaborative projects that may develop between the University and the Organization, linked to the Butterfly Area, which involve the execution of research activities, services, the launch of laboratories and settlement and which provide for an economic effort between the parties, will be governed by specific agreements.

This MoU does not give the right to settle in the Butterfly Area, nor to the reimbursement of expenses or payment of fees, unless otherwise agreed between the Parties.

Finally, the Parties agree that the projects deriving from this Memorandum may fall under the notion of State aid referred to in art. 107 TFEU, noting that certain activities may have an economic nature in the phases of creation, development and implementation of the same: therefore their support through public resources or those attributable to the State in its broadest sense will have to be assessed in the light of the



legislation on State aid.

Art. 3 USE OF DISTINCTIVE SIGNS

The Organization grants the University the right to use its name and logo, in the form communicated by the organization, exclusively for the activities provided for in this MoU.

The "Butterfly Area" brand is owned by the University of Turin and will be used free of charge by those participating in the Project Platform for its promotion.

The use of the brand is governed by the specification guidelines. All participating subjects and those who will use the brand, will be required to ask prior authorization and comply with the guidelines.

Art. 4 PROTECTION OF PERSONAL DATA

Personal data deriving from participation in the Platform will be processed in compliance with the principles and rules contained in the General Data Protection Regulation (EU) n. 2016/679 (GDPR) and according to the policy of the University of Turin for the processing of data contained in the Privacy Policy (www.unito.it/privacy).

In particular the University:

- will only collect the following data: name of the Organization, name, surname, email and role of the contact person identified by the Organization for the initiative;
- will use personal data to send communications relating to the initiative relating to the Butterfly Area.

The interested party may exercise the rights provided for in the GDPR (in particular the right of withdrawal, cancellation and rectification of data), and in the University policy, as well as request other information, by writing to the following address: butterflyarea@unito.it.

Art. 5 DURATION AND WITHDRAWAL

Participation in the project platform is valid for one year, tacitly renewable, unless terminated at any time and without charges for the Parties.

In the event of withdrawal, the University may continue to use the materials already made available free of charge and use them for the preparation of project proposals.

Art. 6 DISPUTES

The Court of Turin will be exclusively competent to settle disputes relating to the application and interpretation of this MoU.

Elisa Rosso
Director
Division Innovation and Internationalization
Università degli Studi di Torino
((Digital document signed with digital signature pursuant to

Legislative Decree n. 82/2005))

NAME AND SURNAME ROLE ORGANIZATION