



Additional Protocol to the Memorandum of Understanding between
The International Institute for the Unification of Private Law (UNIDROIT) and
Dipartimento di Giurisprudenza, Università degli Studi Roma Tre
(Roma Tre Law Department)
to undertake a joint project in the space sector

Considering that the International Institute for the Unification of Private Law (hereinafter referred to as "UNIDROIT") is an independent intergovernmental Organisation with its seat in Rome, Italy. Its purpose is to study needs and methods for modernising, harmonising and co-ordinating private and in particular commercial law as between States and groups of States and to formulate uniform law instruments, principles and rules to achieve those objectives;

Acknowledging that the Dipartimento di Giurisprudenza, Università degli Studi Roma Tre (hereinafter referred to as "Roma Tre Law Department") is a well-established and a premier Italian law school (with its seat in Rome), founded in 1995 and awarded the recognition of Department of Excellence by the Italian Ministry of Education, University and Research for the five-year period from 2018 to 2022 and (being classified as the first law department in Italy) for the five-year period from 2023 to 2027. Its mission is to provide the finest and most innovative education in the field of Legal Sciences and to promote outstanding research and scholarship;

Noting that UNIDROIT and the Roma Tre Law Department have a history of close collaboration, which has already culminated in the Memorandum of Understanding of 15 November 2021;

Whereas the University of Roma Tre, by Rectoral Decree No. 2675/2024, Prot. No. 204964 of 3/12/2024, established the Inter-Faculty Research Center on Space Policy (CRIPS), promoted by the Departments of Economics; Law; Civil, Computer and Aeronautical Technologies Engineering; Industrial, Electronic and Mechanic Engineering; Mathematics and Physics; and Political Science: a Center which is based at the Law Department, and open to external membership;

Whereas the Inter-Faculty Research Center on Space Policies (CRIPS) pursues among its purposes, among others, to promote conferences, seminars, conventions, workshops, study initiatives, produce specialized publications, also to disseminate research results; foster relationships and promote collaborations – within the framework of its purposes – with university institutions and national, European and international cultural and scientific entities, both public and private, as well as with companies and other stakeholders of the space economy;

Acknowledging that the CRIPS is aimed at promoting scientific research and academic debate on space policies, within the framework of international and domestic regulation and in the context of the new space economy, characterized by the growing role of private actors, while the presence of competing national geopolitical interests also remains;

Acknowledging that UNIDROIT has already undertaken work in the field of space law, in particular through its Protocol to the Cape Town Convention on International Interests in Mobile

Equipment on Matters Specific to Space Assets, as well as work in the fields of international contracts and liability law:

ARTICLE 1. PURPOSE OF THIS ADDITIONAL PROTOCOL

This **Additional Protocol to the Memorandum of Understanding between the International Institute for the Unification of Private Law (UNIDROIT) and the Dipartimento di Giurisprudenza, Università degli Studi Roma Tre, to undertake a joint project in the space sector** (hereinafter referred to as "Protocol") is signed in the framework of the existing cooperation between UNIDROIT and the Roma Tre Law Department. Its purpose is to further the statutory aims of both institutions and **extend the cooperation to the recently created Inter-Faculty Research Center on Space Policy of Roma Tre University** (hereinafter referred to as "CRIPS") – which, while also involving non-legal expertise, is based at the Roma Tre Law Department, furthering the statutory aims of such Centre-

ARTICLE 2. JOINT COLLABORATION

UNIDROIT, the Roma Tre Law Department and CRIPS aim to specifically expand and enhance their cooperation and collaboration, by means of the following action:

Joint development of an **academic research** aiming to investigate and understand how traditional legal issues of private law apply to the space sector, with particular regard to the areas of liability and contracts. This research will be conducted by CRIPS with the involvement of the UNIDROIT Secretariat. The parties intend to involve other experts from academia, research centres, professional bodies, space agencies, national institutions and governments, and other international organisations. It is expected that the outcome of such research may lead to the formalisation of a legislative project proposal to be submitted to UNIDROIT governance.

ARTICLE 3. KNOWLEDGE SHARING, EXCHANGE OF INFORMATION AND DOCUMENTS

To the extent possible, UNIDROIT, CRIPS, and the Roma Tre Law Department will promote knowledge sharing, including the exchange of information and documents concerning matters of common interest. UNIDROIT, CRIPS, and the Roma Tre Law Department shall have free and unrestricted access, where feasible, to all information developed under this Protocol for their internal use.

ARTICLE 4. FINANCIAL IMPLICATIONS

This Protocol does not create legally binding or financial obligations for either party. Implementation of any of the above activities, especially those involving financial resources, are subject to the availability of staff and financial resources and shall be agreed on a case-by-case basis.

ARTICLE 5. USE OF LOGO, NAME AND EMBLEM

The Parties agree not to use in any press release, memo, report or other published disclosure related to this Protocol or in any other document, annex or arrangement related thereto the other Parties' name, logo or emblem without prior written consent of the Party concerned.

ARTICLE 6. INTELLECTUAL PROPERTY RIGHTS

Unless the Parties have made other arrangements in writing, the following shall apply:

6.1 Intellectual property rights, in particular copyright made available by UNIDROIT, CRIPS, or the Roma Tre Law Department to be used to carry out the activities under this Protocol shall remain with the originating Party.

6.2 Copyright of the information, as well as rights to any other intellectual property, developed jointly by the Roma Tre Law Department, CRIPS, and UNIDROIT shall be jointly vested in all Parties.

ARTICLE 7. CONFIDENTIALITY CLAUSE

Neither of the Parties nor its personnel shall communicate to any other person or entity confidential information made known to it by the other Parties in the course of the implementation of this Protocol nor shall it use this information to private or company advantage. This provision shall survive the expiration or termination of this Protocol.

ARTICLE 8. COMMUNICATIONS – FOCAL POINTS OF CONTACT

Any notice or request required to be given or made under this Protocol shall have been duly made or given when addressed in writing as follows:

UNIDROIT

Via Panisperna 28

00184 Rome – Italy

Attention: Anna Veneziano

info@unidroit.org – a.veneziano@unidroit.org – v.vigano@unidroit.org

+39 06 69 62 124 - 35

Roma Tre Law Department

Via Ostiense 163

00154 Rome – Italy

Attention: Angela De Vito

Dipartimento di Giurisprudenza

angela.devito@uniroma3.it

0657332502

CRIPS

Via Ostiense 163

00154 Rome – Italy

Attention: Sirio Zolea
Dipartimento di Giurisprudenza
sirio.zolea@uniroma3.it
0657332125

ARTICLE 9. PRIVILEGES AND IMMUNITIES

Nothing in this Protocol or in any other document, annex or arrangement related thereto, shall be construed as constituting a waiver of privileges or immunities of UNIDROIT, nor as extending any privileges or immunities of UNIDROIT to the Roma Tre Law Department, CRIPS, or to their personnel.

ARTICLE 10. APPLICABLE LAW

The present Protocol and any document or arrangement relating thereto, shall be governed by general principles of law, which shall be deemed to include the UNIDROIT Principles of International Commercial Contracts, 2016, to the exclusion of any national system of law.

ARTICLE 11. SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation and the execution of this Protocol, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties.

ARTICLE 12. ENTRY INTO FORCE AND DURATION

This Protocol will enter into force upon signature by all Parties. This Protocol shall remain in force for a period of three (3) years following the signature by the Parties and be renewable for successive similar periods thereafter by written agreement of the Parties.

ARTICLE 13. AMENDMENTS

Any amendment to this Protocol shall be effected only on the basis of written mutual consent by all Parties. Such amendments shall enter into force one month following notifications of consent by all Parties.

ARTICLE 14. TERMINATION

This Protocol may be terminated by either Party upon three (3) months' written notice to the other Parties. Such termination shall not affect commitments entered into in good faith prior to termination in accordance with this Article.

This Protocol will be drawn up in English in two copies, with one copy for each Party. Either copy is of equal validity.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

Signed for and on behalf of Roma Tre Law Department Signed for and on behalf of UNIDROIT

Antonio Carratta
Direttore Dipartimento di Giurisprudenza

Ignacio Tirado
The Secretary-General

Date.....

Date.....

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Signed for and on behalf of CRIPS

Sirio Zolea
Direttore CRIPS

Date.....