

RESOLUTION NO. 2298

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWLA-RPC) FOR LOUISIANA PLANNING DISTRICT 5 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION AND IRONBOX SRL.

WHEREAS, the Southwest Louisiana Regional Planning Commission (SWLA-RPC) has prepared a draft Southwest Louisiana Marion “Butch” Fox Regional Rail Study and Plan for review and public comment; **AND**

WHEREAS, one of the recommendations in the draft Rail Plan is the establishment of the Southwest Louisiana Rail Research Institute; **AND**

WHEREAS, the proposed Rail Institute can be a potential catalyst for advancing rail planning and development throughout Southwest Louisiana; **AND**

WHEREAS, the Port of Lake Charles has invested in thirty miles of public rail that can be a major asset for the proposed institute and instrumental in rail testing and research; **AND**

WHEREAS, additional stakeholders interested in the establishment of the Southwest Louisiana Rail Institute include McNeese State University, Chennault International Airport, and Southwest Louisiana Technical College (SOWELA); **AND**

WHEREAS, the SWLA-RPC Board of Directors is currently advancing and supporting establishment of the Southwest Louisiana Regional Mobility Authority (RMA) for the purpose of facilitating development of multi-modal transportation infrastructure including rail; **AND**

WHEREAS, the Italian company IRONBOX SRL has offered a Memorandum of Understanding (MOU) with Southwest Louisiana Regional Planning Commission to facilitate cooperative rail research efforts; **AND**

WHEREAS, the parties to the Memorandum of Understanding share a common interest in fostering innovation, sustainability, and efficiency in transportation systems; **AND**

WHEREAS, the purpose of the MOU is to outline the mutual intention of the parties to explore collaborative opportunities to advance the application of Ironlev technology in Southwest Louisiana; **AND**

WHEREAS, the proposed Memorandum of Understanding does not commit either party to financial obligations or other deliverables;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWLA-RPC) FOR LOUISIANA PLANNING DISTRICT 5 AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION AND IRONBOX SRL AS ATTACHED AND MADE A PART OF THIS RESOLUTION.

THIS RESOLUTION BEING VOTED ON AND UNANIMOUSLY ADOPTED ON THIS 21ST DAY OF MAY 2025.


Jacob Dillehay, Chair

ATTEST:


Michael Hollier, AICP
Executive Director

MEMORANDUM OF UNDERSTANDING

between

SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWRPC)

and

IRONBOX SRL

ARTICLES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made as of _____ (the "Effective Date") by and between:

1. **SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWRPC)**, located at 4310 Ryan Street, Ste. 330, Lake Charles, LA 70605, USA;

and

2. **IRONBOX SRL**, a company organized, registered, and duly incorporated under the laws of Italy, with its registered office at Via Galvani 6A – 31027 Spresiano (TV), Italy.

Each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, SWRPC oversees planning and infrastructure development in Southwest Louisiana, including initiatives in transportation and logistics;

WHEREAS, IRONBOX SRL specializes in innovative magnetic levitation technology, known as "Ironlev," applicable to various industries, including transportation;

WHEREAS, the Parties share a common interest in fostering innovation, sustainability, and efficiency in transportation systems;

WHEREAS, the purpose of this MOU is to outline the mutual intention of the Parties to explore collaborative opportunities to advance the application of Ironlev technology in the Southwest Louisiana region, and to set forth the terms and conditions applicable thereto;

WHEREAS, except as otherwise expressly specified herein, any agreement between the Parties with respect to the mutual intention of the Parties to explore the aforementioned collaborative opportunities is qualified and that they, therefore, contemplate the negotiation and execution of one or more definitive written agreements by and between the Parties subsequent to this MOU. **Therefore, except as expressly specified herein, this MOU is for discussion purposes only and there is no legally binding obligation on the part of any Party unless and until mutually satisfactory definitive written agreements are executed and delivered between them;**

WHEREFORE, the Parties mutually declare as follows:

1. DEFINITIONS

In this MOU, the following terms shall have the meanings assigned:

“Ironlev Technology”: Magnetic levitation systems developed by IRONBOX SRL for transportation applications.

“Demonstrator Vehicle”: A prototype vehicle integrating Ironlev Technology for freight or passenger applications.

“Confidential Information”: Any information disclosed by one Party to the other under this MOU that is marked as confidential or proprietary.

“Intellectual Property”: Any invention, technological innovation, design, formula, process, business method, patents, trademark, service marks, copyright, computer software, scientific and mathematical model, and any recorded material defining, describing or illustrating all such property, whether in hard copy or electronic form.

2. OBJECTIVE

The primary objective of this MOU is to formalize a collaborative framework to:

- Develop and test a Demonstrator Vehicle equipped with Ironlev Technology.
- Conduct feasibility studies for the Demonstrator Vehicle’s deployment in freight and passenger rail networks.
- Assess the economic and environmental benefits of magnetic levitation in transportation.

3. SCOPE OF COLLABORATION

The Parties agree to collaborate on the following:

- A. **Feasibility Studies**: Conducting technical and economic analyses to determine the viability of Ironlev Technology in regional Southwest Louisiana rail networks.
- B. **Prototype Development**: Jointly developing a Demonstrator Vehicle for initial testing. However, notwithstanding any provision to the contrary, SWRPC shall have no obligation or liability to IRONBOX SRL to obtain or provide support, financial or otherwise, to develop any Demonstrator Vehicle or other Ironlev Technology.
- C. **Stakeholder Engagement**: Coordinating with regional stakeholders, including public and private entities, to secure funding and support.
 1. **As a legally binding term and condition of this MOU**, any and all funding and/or support obtained, received, or otherwise secured by SWRPC shall remain in the sole care, custody, and control of SWRPC until such time that a more definitive written agreement containing the legally binding terms and obligations of the Parties is negotiated and executed by and between the Parties subsequent to this MOU.
 2. **As a legally binding term and condition of this MOU**, IRONBOX SRL shall immediately return to SWRPC any funding and/or support obtained, received,

or otherwise secured by SWRPC that comes to be in the care, custody, and control of IRONBOX SRL at any time before a more definitive written agreement containing the legally binding terms and obligations of the Parties is negotiated and executed by and between the Parties subsequent to this MOU.

- D. **Data Sharing:** Exchanging relevant technical and operational data to facilitate collaborative research. The Parties hereby recognize and agree that SWRPC shall, in its sole discretion, determine which data, if any, in its care, custody and control is relevant to facilitate collaborative research and SWRPC shall, in its sole discretion, determine which relevant data, if any, in its care, custody and control to exchange with IRONBOX SRL.

4. TERMS AND CONDITIONS

- The Parties agree to act in good faith and to the best of their abilities to achieve the objectives outlined in this MOU.
- **As a legally binding term and condition of this MOU**, neither Party shall be liable to the other Party for any commitments or actions taken outside the scope of this MOU.
- **As a legally binding term and condition of this MOU**, IRONBOX SRL hereby agrees to defend, hold harmless, and indemnify SWRPC for any and all obligations, liabilities, claims, demands, liens, debts, damages, suits, accounts, actions in intervention and causes of action of every kind, which may ever be brought by anyone, including but not limited to any creditor, assignee, additional insured, additional named insured, loss payee, mortgagee, attorney, lien holder, or any other person or entity asserting any claim arising from or related to this MOU or the actions/obligations contemplated herein.

5. CONFIDENTIALITY

The Parties agree to maintain the confidentiality of all Confidential Information shared under this MOU as follows:

Confidential Information shall not be disclosed to third parties without the prior written consent of the disclosing Party sent by a duly-authorized representative of the disclosing Party and directed to the attention of the other Party's undersigned duly-authorized representative, or registered agent for service of process, at said Party's physical address provided herein, no less than fourteen (14) days prior to disclosure, via certified mail or an equivalent delivery method providing proof of delivery.

Notwithstanding anything to the contrary, nothing in this MOU shall prevent the disclosure of Confidential Information to lawyers, accountants, auditors, insurers/reinsurers (if any), together with such insurers/reinsurers' third party service providers, actuaries or intermediaries or regulators, provided the disclosure of the information is required by law or business necessity, or is required for tax, financial reporting, or governmental compliance purposes. Furthermore, nothing in this MOU shall prevent the disclosure of Confidential Information required to be disclosed by court order or the Louisiana Public Records Act, La. R.S. 44:1, *et seq.*

6. INTELLECTUAL PROPERTY

All pre-existing Intellectual Property shall remain the property of the respective Party. Any jointly developed Intellectual Property arising from the collaboration will be subject to a separate written agreement.

7. TERM AND TERMINATION

This MOU shall remain in effect for five (5) years from the Effective Date, unless:

- Terminated earlier by either Party upon thirty (30) days' written notice sent by a duly-authorized representative of the disclosing Party and directed to the attention of the other Party's undersigned duly-authorized representative, or registered agent for service of process, at said Party's physical address provided herein, via certified mail or an equivalent delivery method providing proof of delivery; or
- Extended by mutual written agreement of the Parties.

8. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Louisiana.

9. GENERAL PROVISIONS

1. **Amendments:** This MOU shall only be amended in writing, signed by a duly-authorized representative of both respective Parties.
2. **Assignment:** Neither Party shall assign its rights or obligations under this MOU without the prior written consent of the other Party provided by a duly-authorized representative of the respective Party.

10. AUTHORITY

The Parties represent and warrant that they have taken all necessary corporate and legal action to approve the making and performance of this MOU, and that the respective individuals entering into the MOU on behalf of each Party is duly-authorized to enter into this MOU on that Party's behalf.

11. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date. This MOU may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute this MOU.

Effective Date: _____

IRONBOX SRL

By: _____

Name: Adriano Girotto

Title: President

SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION

By: _____

Name: Mike Hollier

Title: Executive Director