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ROMA
INVESTMENTS FOUNDATION
CAPITALE

MEMORANDUM OF UNDERSTANDING

ON MUTUAL COOPERATION

BETWEEN

MOROCCAN INVESTMENT DEVELOPMENT AGENCY

AND

ROMA CAPITALE INVESTMENTS FOUNDATION

ROMA CAPITALE INVESTMENTS FOUNDATION · CHAIRMAN ·

Between

Moroccan Investment Development Agency (AMDI), authority legally empowered to attract promote and develop investments of the Kingdom of Morocco, located in Via Boezio n. 6, 00193 Rome, Tax Code n. 97667980581, represented by Ms. Yasmina Sbihi, acting as Country Director.

And

Roma Capitale Investments Foundation (Foundation), located in Via Gabriele D'Annunzio n.. 100, 00187 Roma, Tax Code97711090585, VAT 12225251003, represented by Mr. Giorgio Heller

Hereafter AMDI and the Foundation are also individually referred to as the "Party" and jointly referred to as the "Parties".

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The Moroccan Investment Development Agency (AMDI) is a financially autonomous public institution, in the form of legal entity. It is the national body in charge of the development and promotion of investment in Morocco. Its mission is to establish a welcoming structure and provide guidance for investors. It also cooperates and coordinates promotional activities both in Morocco and abroad.
With its international network and a range of institutional partnerships with all the public administrations, as well as private sector organizations, it provides a professional and free public service for all investors.
It offers, in a single structure, a wide range of services to investors and helps them optimize their results in Morocco. It offers investors a team of professionals to help them carry out their development activities in Morocco.

The Roma Capitale Investments Foundation (hereinafter individually referred as **Foundation)** as a Foundation for the private law participation, is a non-profit organization and aims of the objectives to activate synergies and partnerships with private, public and charity entities, to promote, organize, create and implement strategic projects with a lasting impact on Roma Capitale, in Lazio region, in Italy and in the world creating international synergies;
The Foundation has direct and consolidated relationships with Ministries, Government agencies, Universities and high level business contacts within the State of Italy;
The Foundation is particularly active in the projects evaluation, documents preparation for the submission to big international investors, as well as in support on all the necessaries authorization activities to achieve the implementation of the projects;
The Statute allows the creation of third parties, such as, special purpose public / private and / or in partnership with the necessaries investment funds.

Desiring to strengthen mutual cooperation in the field of investment between Parties.

Intending to develop direct contacts between business circles in the Kingdom of Morocco and the Republic of Italia.

Whereas, the Parties recognize the benefits of mutual cooperation between the Parties in the area of investment.

Now, therefore, the Parties mutually agree as follows:

Article 1

1.1 The purpose of this Memorandum of Understanding is to establish an agreed framework for mutual cooperation between the Parties.

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1.2 For the purpose of supporting and developing investment cooperation, the Parties shall take all necessary measures within their competence and scope of powers, pursuant to the national legislation and any other legal provisions binding the Parties.

1.3 All cooperative activities under this Memorandum will be carried out subject to the availability of funds of both Parties and in accordance with the laws and regulations of their respective countries.

Article 2

2.1 Cooperation in the context of this Memorandum shall be based on equality of rights and mutual benefits.

2.2 The Parties shall, within the framework of their competence and entitlements, endeavour to:

- Provide the exchange of the economic information and cooperation with organizations from both countries business environment, including preparing presentations on investment opportunities in their countries.
- Provide information on conditions for realization of investment activity by business entity, including such activities as joint ventures and mutual participation in investment projects.
- Promote mutually beneficial investments.
- Inform about fairs, exhibitions and business meetings aiming at investment.
- Take any action for the mutual exchange of experiences, mutual understanding and awareness of the business community and improving the business environment.
- Cooperate for the setting up of visits, B2Bs, and all other events which are in their mutual benefits.

Article 3

Each Party shall bear its own costs and any expenses related to its activity aiming at realization of the provisions of this Memorandum of Understanding and shall be under no liability in respect to the costs and expenses incurred by the other Party.

Article 4

The Parties are not responsible for the obligation of any economic entity, except for the cases when they have explicitly guaranteed these obligations in writing.

Article 5

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5.1 For the purpose of implementing the present Memorandum of Understanding, the Parties shall annually agree on agenda of specific projects of cooperation for the next year, which shall be subject to financial capabilities and resources of the respective Party.

5.2 The Parties will meet at least one time a year for the purpose of program planning and monitoring and evaluating outcomes.

Article 6

6.1 Neither Party shall make any public announcement regarding the detailed terms of this Memorandum without the prior written consent of the other Party.

6.2 The Parties agree to take all necessary steps to disclose confidential information.

6.3 The Parties will use confidential information only for implementation of the provisions of this Memorandum.

Article 7

7.1 This Memorandum of Understanding shall enter into force on the day of signature and shall remain in force for a period of three (3) years.

7.2 This Memorandum of Understanding may be changed or amended by written as agreement between the Parties.

7.3 This Memorandum can be terminated at any time after by either Party by written statement within a sixty day notice period.

Article 8

8.1 This Memorandum of Understanding may be amended by a written annex, which must be approved by the Parties.

8.2 Each annex shall form an integral part of this Memorandum of Understanding and will enter into force in accordance with the provisions in annex.

Article 9

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Termination of this Memorandum of Understanding will not affect the implementation of joint programmes and projects started before that date, unless the Parties agree in a different manner.

Article 10

10.1 Whereas this Memorandum shall not constitute a binding agreement, any difference which may arise from its interpretation or application shall be resolved jointly among the Parties.

10.2 The Parties agree that this Memorandum of Understanding shall not constitute a binding agreement among them, and it does not give rise to legally enforceable rights or obligations for either of them.

10.3 The Parties agree that this Memorandum of Understanding is not intended to be legally binding and that if the Parties desire to create specific, legally-binding obligations, such binding obligations shall be set forth in a separate written agreement signed by duly authorized representatives of both Parties.

10.4 Neither Party may assign its rights, title, benefits, interests, obligations, and liabilities in this MOU to any third party without the prior written approval of the other Party.

Article 11

This Memorandum of Understanding is signed in Rome on …, … in duplicate in the English version.

For the **Moroccan Investment Development Agency**	For the **Roma Capitale Investments Foundation**
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