

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

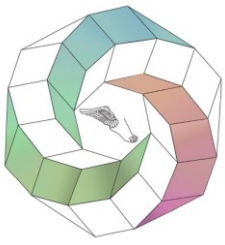
The Institution
below also only
with registered office and tax domicile in
Tax Code and VAT Number
represented by
authorized by
on to sign this deed

AND

HERMES LIBERA UNIVERSITÀ POPOLARE PRIVATA, hereinafter referred to as HERMES UNIVERSITY, with registered office and tax domicile in Piazza Bologna n. 1, 00162 Rome, Italy, Tax Code and VAT Number n. 14570621004, represented by, responsible for the projects of the convention in collaboration aimed at the implementation of the programs of high education and excellence and the scientific research for the issuing of Master's degrees, MESAF (i.e. courses of the Massima Eccellenza Scientifica di Alta Formazione (Higher Scientific Excellence for Higher Education), expressly for the purpose of this deed delegated by, President and legal representative of Hermes University.

WHEREAS

- That the parties have expressed a willingness to enter into an agreement;
- That Hermes University, as a "Popular University" provides high education with the identification of informal skills and issues certificates of recognition of these competences, and that, as "Free and Private University", it carries out higher education activities for the scientific excellence, and issues certificates for courses, Masters and MESAF carried out;
- That Hermes University does not carry out traditional teaching activities and is therefore not organized internally on the Faculty, but rather structured on Subject Areas whose activities are aimed at training of excellence for the initiation of finalized study paths or structured research;
- That Hermes University carries out advanced training activities for scientific excellence through specific courses, first and second level Master's and MESAF courses, independently or in collaboration with Institutions, Academies, Universities, Italian and international both private and public;
- that Hermes University, as a Popular University, provide a training offer to those who - although not in possession of formal qualifications - are nevertheless carriers of specific skills and knowledge of a higher level and quality, and who, according to the admission criteria and requirements established, are assessed in possession of appropriate skills to involve obtaining and issuing, at the end of the chosen path, certification of the level of training acquired and possession of the competences achieved, whose equivalence and validity can be freely recognized by all those who have an interest in it;
- That Hermes University, as a Free and Private University, according to the admission criteria and the validation carried out by it, based on established procedures and requirements, admits to its educational offer aimed at scientific excellence, graduates in Italian and international Universities both public or private, business managers and professionals;
- That Hermes University recognizes in hereinafter both also individually referred to as Partners, an institution of recognized prestige, experiences



and methods, as well as bearer of values with which it can effectively collaborate to achieve the objectives of scientific excellence that are common, and with which it can implement shared programs, as well as agree, where and as far as possible and allowed according to the rules and regulations at the time in force, the possible issuing of certifications relating to the courses carried out,

AGREE AND STIPULATE THE FOLLOWING

Art. 1 OBJECT OF THE AGREEMENT

The purpose of this agreement is to design and carry out any high education initiative for scientific excellence, including:

- Co-planning and implementation of training and research activities;
- Project monitoring;
- Scientific, technical and operational intermediation for the expansion on European and international markets for local companies and organizations that refer to the scientific center of and of Hermes University;
- Use of the respective teachers for carrying out teaching and practical training activities;
- Establishment of specific agreements between the two institutions to allow students, graduates and course attendants to carry out internships, study and research activities, sharing of classrooms and access to the library;
- Collaboration with own teachers in research projects commissioned at Hermes University;
- Participation in the creation of university spin-offs shared with local businesses and organizations;
- Participation in the organization of conferences and study days related to finalized study or research projects commissioned at Hermes University;
- Planning of pedagogical-scientific innovation in individual projects according to shared lines;
- Delegation of the Partner to the signing of public or private tenders useful for finding the funds for the realization of the projects, after verification of the calls and signing of a specific letter of mandate;
- Issue of a title or certification or final certification for the courses, Masters, or MESAF carried out jointly, as recognition of the acquired skills.

Art. 2 TERM OF THE AGREEMENT

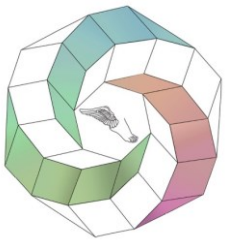
This Agreement has a duration of three years starting from the date of subscription and may be renewed or modified with the agreement of the parties, by written communication up to 6 months before the expiry date.

Art. 3 PROGRAM OF ACTIVITIES

This Agreement is not productive of any economic burden between the parties and does not lead to the emergence of reciprocal constraints.

The economic charges connected to the specific initiatives set up, will be made executive in the specific separate negotiation acts that will regulate the discipline of the training programs, the finalized studies or research, the objectives, the participants and the implementation times, and will regulate the fees on the basis of the relevant agreements, including, but not limited to, by way of example:

- The payment of royalties on enrollment, to, for reporting to Hermes University graduates to be sent on specific courses;
- The fees and charges to be paid to Hermes University and for teaching and support for finalized studies or research, to report to the client of the research itself and / or to the enrollment fee for students or course-goers or those in charge of researching such assigned tasks.



Art. 4 RESPONSIBILITY OF THE ACTIVITIES

The Institution designates as responsible and contact person for this Agreement specifically delegated for this purpose.

Hermes University designates as responsible and contact person for this Agreement specifically delegated for this purpose.

Art. 5 EXTERNAL CONSULTATIONS

Hermes University and in the formulation of common projects or training agreements, finalized study or research, under the present convention can jointly entrust the execution of particular tasks or works to specialized firms, or confer, in compliance with the regulations in force in the various countries, consultancy assignments to third parties, as well as may avail themselves of specific needs, always by mutual agreement, of other institutions, research centers or experimental laboratories.

The use of external professional consultants will be regulated through the stipulation of specific contracts, compliant with the guidelines established in the individual relative projects.

Art. 6 JURISDICTION

The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.

If the parties do not find the aforementioned mutual agreement, each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Rome, Italy.

Rome,

HERMES UNIVERSITY

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