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## **Memorandum of Understanding**

**between**

**The International Trade Centre**

**and**

**Confederazione Generale dell'Industria Italiana**

**and**

**E4 Impact Foundation**

**and**

**Comunità San Patrignano**

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WHEREAS the International Trade Centre (hereinafter referred to as “ITC”), with headquarters in Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS ITC, in its aim to contribute to the achievement of the goals of the United Nations 2030 Agenda for Sustainable Development, generates sustainable incomes and livelihoods especially for poor households, by connecting enterprises to regional and global markets and enables small business trade success in developing and transition countries by providing, with partners, inclusive and sustainable trade development solutions to the private sector, trade and investment support institutions (TISIs) and policy makers;

WHEREAS ITC aspires to hold up the values of vision, integrity, excellence, pragmatism and responsiveness;

WHEREAS ITC is leveraging its strategic objectives which are: building awareness and improving the availability and use of trade intelligence; strengthening TISIs; enhancing policies for the benefit of exporting enterprises; building the export capacity of enterprises to respond to market opportunities; mainstreaming inclusiveness and sustainability into trade promotion and export development policies;

WHEREAS Confederazione Generale dell’ Industria Italiana (hereinafter referred to as “Confindustria”), with headquarter in Rome, Italy, has the objective to ensure the centrality of the companies as the country’s driving force for economic, social and civil development. Confindustria represents the companies and their values within the institutions at all levels to contribute to the well-being and progress of the society;

WHEREAS Confindustria promotes the development of financial tools for companies and in particular for Small and Medium Sized Enterprises (SMEs) in support of their growth, including in foreign markets; organises internationalisation activities to encourage collaboration and partnerships with foreign enterprises; support technical and managerial training activities;

WHEREAS E4 Impact Foundation (hereinafter referred to as “E4Impact”), with headquarter in Milan, Italy, in collaboration with the University Cattolica of Milan, Italy, is a foundation aiming at (1) training a new generation of impact entrepreneurs, capable of combining economic success with positive social impact;(2) partnering with local universities to embed entrepreneurial education in African Management Curricula; (3) facilitating the international development of European and African companies attentive to social and environmental impact;

WHEREAS Comunità San Patrignano (hereinafter referred to as “San Patrignano”), with headquarter in Coriano, Italy, is a social enterprise aiming at sustaining those suffering from drug addiction and marginalization with a completely free drug recovery path, a home, medical and legal assistance, as well as the possibility of continuing to study, to obtain a professional qualification and re-integrate productively into society. Respect for oneself and respect for others, the ethics of responsibility and the value of solidarity are at the centre of the recovery program. San Patrignano combines its social mission with the search for sustainability as also the publication of a sustainability report shows;

WHEREAS San Patrignano hosted the first edition of the Sustainable Economy Forum in partnership with Confindustria and E4Impact focusing on sustainability and responsibility as construed under the UN Sustainable Development Goals;

WHEREAS Confindustria, E4Impact, San Patrignano and ITC on the closing of the first edition of the Sustainable Economy Forum expressed their commitment to collaborate on the development of partnerships between local Italian SMEs and African enterprises and institutions;

NOW, THEREFORE, ITC, Confindustria, E4 Impact and San Patrignano (hereinafter collectively referred to as the "Parties", and each individually as a "Party") have agreed to the following:

## **Article 1 - PURPOSE**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to set out a close cooperation between Confindustria, E4Impact, San Patrignano and ITC in support for private-private partnership initiatives aimed at, in particular, supporting the development and social inclusiveness of migrants.

## **Article 2 - AREAS OF COOPERATION**

1. Subject to the availability of funds, the Parties' strategic frameworks and priorities, the necessary approvals required pursuant to the Parties' own regulations and rules that are in effect from time to time, the Parties commit to cooperate among themselves on the following areas:

(A) Private-private partnership for co-development to support entrepreneurship and Small and Medium-Sized Enterprises (SMEs) in developing countries with a focus in Africa to be implemented through tutoring and mentoring activities by Italian companies supporting the growth of local businesses and the development of new ones;

(B) Social inclusion to support the professional growth of migrants in collaboration with Italian companies: developing managerial and technical experiences for migrants; starting business activities with the country of origin (e.g. import/export); creating new companies encouraging the return of migrants as entrepreneurs in the country of origin; encouraging the development of female entrepreneurship.

From an industry standpoint, the collaboration will primarily focus on the following sectors: 1) agriculture and agro-processed with value chains linked to the sector, 2) renewable energy with focus to rural electrification, 3) cosmetic; 4) other sectors/companies to be further identified in agreement among the Parties.

From a geography standpoint, the collaboration will mainly focus on Africa. Based on the results of the initial activities developed, the collaboration may eventually be replicated in developing countries of another continent.

2. The activities are to be implemented as per schedule below:

- identifying and selecting Italian companies and SMEs in developing countries to engage in possible project and initiatives;
- identifying and selecting Italian companies to support migrants through professional growth programs (technical and entrepreneurship skills development) and identifying and selecting migrants as beneficiaries;

- conducting training and capacity building activities for development of technical and managerial skills for entrepreneurs and migrants from developing countries willing to initiate business in developing countries or in Italy.

In particular, Confindustria will explore possible collaboration with interest in:

- identifying, also through sector and territorial associations, the Italian companies to engage in potential projects and initiatives;
- assessing the interests of Italian companies for partnerships in developing countries and in Africa and identifying the obstacles faced by Italian companies in entering into developing markets through surveys;
- engaging the International Organization for Migration (IOM) and/or other partners to organize trainings for migrants in Italy.

In particular, E4 Impact will explore possible collaboration and in particular in:

- identifying SMEs with potential in developing countries with focus in Africa (Kenya, Uganda, Ethiopia, Ghana, Sierra Leon, Ivory Coast, Senegal) to engage in a potential project;
- facilitating the connection between SMEs in developing countries and Italian companies;
- conducting capacity building activities for migrants willing to initiate businesses in Italy, in developing countries;
- supporting the integration and hiring of migrants in Italy into Italian companies;
- mobilizing its network of financial institutions and universities

In particular, San Patrignano will explore possible collaboration in particular in:

- sharing its model and experience on social inclusion;
- ensure that the yearly edition of the Sustainable Economy Forum includes slots for presenting progress and results of the project.

In particular, ITC will explore possible collaboration in particular in:

- promoting the scope of this MOU through its global initiatives, programmes and events;
- identifying SMEs in developing countries beneficiaries of ITC projects to engage in joint projects;
- facilitating the connection between SMEs in developing countries and Italian companies;
- providing technical assistance and capacity building activities including exchanges through its ongoing projects for the internationalisation of developing countries' SMEs and entrepreneurs that are willing to engage with Italian companies;
- consolidating and sharing case studies and models related to the partnership between SMEs in developing countries and Italian companies and on the social inclusion;
- providing access to ITC SME Trade Academy courses.

### **Article 3 - LICENSE**

Any tools, methodologies, documents or other materials (the "MOU Materials") distributed or rendered accessible as the case may be by ITC to Confindustria, E4Impact and San Patrignano in the framework of this MOU are provided free of charge to Confindustria, E4Impact and San Patrignano

on a non-exclusive basis as a means to ensure timely implementation of activities under the collaboration and technical work on a non-commercial basis, to be used only by Confindustria, E4Impact and San Patrignano. Access to or use of the MOU Materials for other purposes is strictly prohibited without ITC prior written consent. Confindustria, E4Impact and San Patrignano by signing this MOU acknowledge and agree that all rights, title and interests in and to the MOU Materials, including without limitation the copyright to the MOU Materials and all intellectual property rights therein, belong to and are possessed or owned by ITC and that ITC retains the right to make such use of the MOU Materials as it may consider necessary in its sole discretion. Confindustria, E4Impact and San Patrignano shall therefore refrain from attributing in any manner whatsoever the MOU Materials or any portion thereof to itself or to any person or entity other than ITC.

#### **Article 4 - IMPLEMENTATION OF THE MOU**

1. The President of Confindustria, the President of E4Impact, the President of San Patrignano and the Executive Director of ITC shall make the necessary arrangements to ensure satisfactory implementation of the MOU.
2. The Parties agree to communicate from time to time to exchange views and report on accomplishments with regard to this MOU.
3. The Parties shall regularly monitor and review their activities under this MOU, and evaluate the results of the implementation of geographic, sectoral and thematic programmes, in order to ascertain whether the objectives have been met and enable them to formulate recommendations with a view to improving future cooperation and activities.
4. The Parties shall assess achievements and results related to the Sustainable Development Goals (SDG) and report to ITC accordingly.

#### **Article 5 - VISIBILITY**

1. Each Party acknowledges and agrees that the other Parties, in their sole discretion, may provide appropriate acknowledgement concerning the Parties' collaboration under this MOU and therefore publish in any form and medium, including on their web sites, the names of the other Parties and the purpose of the present cooperation.
2. Without prejudice to the provisions of paragraph 1, Confindustria, E4Impact and San Patrignano shall not, in any manner whatsoever, use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC in connection with their business or otherwise without the prior written permission of ITC. Under no circumstances shall authorization be provided to use the name, emblem or official seal of ITC, or any abbreviation of the name of ITC, for commercial or profit purposes.

#### **Article 6 - DURATION**

1. This MOU shall become effective upon the signature of all Parties for a duration of two years, renewable by the written agreement of the Parties in accordance with Article 7.
2. Notwithstanding the foregoing, each Party may early terminate the MOU by notifying in writing the

other Parties thirty (30) days prior to the date on which the Party wishes to have the MOU terminated; provided that each Party shall use its best efforts to ensure that, irrespectively of the Party triggering the early termination, if the MOU is early terminated the ongoing activities or programmes being implemented within the framework of the MOU or the existing obligations that are in force will not suffer any adverse consequences.

#### **Article 7 - AMENDMENT**

This MOU may be amended only by written agreement among the Parties.

#### **Article 8 - RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this MOU shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties. Except, as expressly set forth in this MOU, neither Party shall have the authority to act on behalf of, be liable for the acts of, the other Party or bind the other Party in any way. The Parties hereby recognize that this collaboration under this MOU is non-exclusive.

#### **Article 9 - CONTACTS AND NOTICES**

1. For purposes of communications, requests or notices with respect to this MOU,

ITC shall be represented by  
Ludovica Ghizzoni  
Adviser on Export Quality Management  
Trade Facilitation and Policy for Business Section  
at the following address:  
Palais des Nations, 1211 Geneva 10, Switzerland

and

Confindustria shall be represented by  
Marcella Panucci  
Director General  
at the following address:  
Viale dell'Astronomia 30, 00144 Roma, Italy

and

E4 Impact Foundation shall be represented by  
Mr Frank Cinque  
General Manager E4Impact  
at the following address:  
Via San Vittore 18, 20123 Milano, Italy

and

San Patrignano shall be represented by  
Mr Piero Prenna  
President, San Patrignano,  
at the following address:  
Via San Patrignano 53, Coriano (RN), Italy

2. Unless otherwise specified, all communications between the Parties should be addressed to the above representatives.

#### **Article 10 - ENTIRE AGREEMENT**

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

#### **Article 11 - GLOBAL COMPACT PRINCIPLES**

This MOU is agreed upon within the policy framework for cooperation between United Nations organizations and its subsidiary organs with the private sector and civil society that has been established by the Secretary-General of the United Nations as part of his programme of reform. In accordance with the United Nations Global Compact, each of Confindustria, E4Impact and San Patrignano, by entering into this MOU, confirms that it is not complicit in human rights abuses, it does not tolerate forced or compulsory labour or the use of child labour, it is not involved in the sale or manufacture of anti-personnel mines or their components, is committed to the protection of the environment, and works against all forms of corruption, including extortion and bribery. Each of Confindustria, E4Impact and San Patrignano also confirms that it is not an entity engaged in sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by Confindustria, E4Impact and San Patrignano in relation to this MOU.

#### **Article 12 - PRINCIPLES FOR RESPONSIBLE MANAGEMENT EDUCATION**

The MOU is undertaken within the policy framework of the Principles for Responsible Management Education (PRME), an initiative in partnership of eight international co-convening organizations, including the UN Global Compact. Each of Confindustria, E4Impact and San Patrignano by entering into this MOU commits to adopt and to implement the PRME and confirms that each of Confindustria, E4Impact and San Patrignano is willing to integrate corporate responsibility and sustainability in a gradual but systemic manner in its curricula, research, teaching methodologies and institutional strategies.

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<sup>1</sup> <http://www.unglobalcompact.org>.

### **Article 13 - ITC LEGAL STATUS**

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys privileges and immunities as granted under the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as the "Convention"). Confindustria, E4Impact and San Patrignano's agents or employees shall not be considered in any respect as being officials or staff members of ITC.

### **Article 14 - LEGAL STATUS OF THE PARTNERS**

Confindustria, E4Impact and San Patrignano represent and warrant to ITC that (i) they are respectively a confederation, a foundation and a social enterprise with legal personality, duly incorporated and validly existing under the laws of Italy; (ii) they have the authority to enter into and perform the obligations to be assumed by Confindustria, E4Impact and San Patrignano under this MOU; (iii) they have taken all necessary internal steps to authorize the execution, delivery and performance of this MOU; (iv) the entering into, execution, and performance by Confindustria, E4Impact and San Patrignano of the activities under this MOU do not violate any law or regulation applicable to Confindustria, E4Impact and San Patrignano or the relevant constitutive documents; and (v) the signatories for Confindustria, E4Impact and San Patrignano have full power and authority to sign individually this MOU in the name and on behalf of Confindustria, E4Impact and San Patrignano.

### **Article 15 - NO WAIVER**

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

### **Article 16 - SETTLEMENT OF DISPUTES**

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1 of this Article, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction



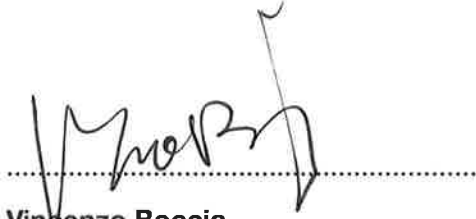
of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute or imply the waiver by ITC of any of its privileges and immunities under the Convention.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in four (4) originals in English at the place and on the day below written.

At Rome, on 26 settembre 2018

For and on behalf of  
Confindustria:



**Vincenzo Boccia**  
President

At Geneva, on 26 September 2018

For and on behalf of  
International Trade Centre:



**Arancha González**  
Executive Director

At Milan, on 26 settembre 2018

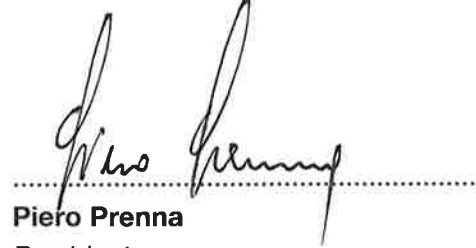
For and on behalf of E4 Impact:



**Letizia Moratti**  
President

At San Patrignano, on 26 settembre 2018

For and on behalf of Comunità San Patrignano:



**Piero Prenna**  
President