

**- MEMORANDUM OF UNDERSTANDING -**

**Between**

-“ **WEST GULF GROUP** ” hereinafter referred to as “**Group**” with their Head office in Bin Twar Centre, Doha, Qatar, in the person of the Chairman and temporary legal representative Mr. Mohammed Ahmed Bin Twar Al-Kuwari.;

**and**

- **ROMA CAPITALE INVESTMENTS FOUNDATION**, hereinafter only “**Foundation**”, with their head office in Via Gabriele D’Annunzio, 100 – 00187 – Roma – Italy, in the person of the Chairman and temporary legal representative Dr. Giorgio Heller;

**WHEREAS**

- a) The **Group** will endeavour to introduce potential strategic partners in Qatar and the GCC for identified projects.
- b) The **Group** has qualified experience to promote, develop and implement strategic projects in Qatar.
- c) The **Group** may help facilitate financial support for identified projects wherever they see fit.
- d) The **Foundation** Institution has among its aims 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.
- e) The **Foundation** bodies are particularly active in projects evaluation, documents preparation for the submission for big international investors, as well as in support on all the necessary authorization activities to achieve the implementation of the projects;
- f) The **Foundation** Statute allows the creation of third parties, such as, special purpose public / private and / or in partnership with the necessaries investment funds;

**CONSIDERED**

- That the parties have positively evaluated the possibility of cooperation for its purposes realization.
- That there is a mutual willingness to activate fruitful cooperation with the synergistic combination of experience and skills as well as with the aim to realize a series of long-term projects.

All that stated and considered, the above Parties stipulate and agree to the following.

## ARTICLE 1

### Value of the WHEREAS and Annexes

1.1 – Whereas this Memorandum of Understanding, as true, constitute an integral and substantial part of the partnership between the two Parties, as well as any attachments to it.

## ARTICLE 2

### Subject

2.1. – With this Memorandum of Understanding the Parties undertake to co-operate in the following:

- a) Exchanging information, deepening and evaluating jointly the sustainability of all public and private projects planned in Qatar and Italy more specifically in Rome in the following areas: Enviroment and Energy, Tecnological Innovation, Education, Healthcare, Construction & Infrastructure, Culture, Tourism and Sports. The potential projects for consideration will be included on the First Meeting Agenda of 22 June 2013;
- b) Organization of workshops in Enviroment, Innovation, Education and Medical areas as well as events in Culture and Sports;
- c) Planning and realization of further joint projects in the field of Training, Education, Culture and Tourism which have as their aim the professionalization of human resources of Qatar and Roma Capitale and its region;
- d) Realization in Qatar of an Italian/Brazil Football Academy;
- e) Survey and definition of Technology Services to be proposed to the “Football World Cup 2022 Committee”.

2.2 – **The Foundation** undertakes to evaluate carefully the implementation and development of the interested areas outlined in this Memorandum of Understanding together with **the Group**.

2.3 – Likewise, **the Group** undertakes to evaluate carefully the implementation and development of the interested areas outlined in this Memorandum of Understanding together with **Roma Capitale Investments Foundation**.

## ARTICLE 3

### Duration

3.1 - The duration of the present MOU is three (3) years and will be

renewed automatically for a further 3 (three) years, without prejudice, unless either Party gives notice thereof, by registered letter sent at least six (6) months before its expiration.

3.2 – Upon signing of this MoU, the Foundation and the Group shall establish a new limited liability company in Qatar. After registering the new company, the Articles of Association shall immediately come into affect and supercede the terms and conditions of this MoU.

#### ARTICLE 4

##### Workgroup

4.1 - The Parties undertake to stipulate detailed agreements with reference to the common interested areas and to the activities of the previous point in Article. 2. These agreements will be carried out by a Joint Working Group coordinated and chaired by a member of the Foundation and consists of 4 people including the Coordinator/ Presidents (two from **the Group** and two from the Foundation), which will be tasked to develop and carry out all propaedeutic activities aimed to the initiatives implementation.

Doha, .....June 23, 2013

##### WEST GULF GROUP

Chairman

*Mr. Mohammed Ahmed Bin Twar Al-Kuwari.*



##### Roma Capitale Investments Foundation

Chairman

*Dr. Giorgio Heller*

