

MEMORANDUM OF UNDERSTANDING

Section 0

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), dated as of May 22nd, 2023, sets forth certain nonbinding understandings and binding agreements between IBM Italia S.p.A., with registered office at Circonvallazione Idroscalo, 20054 Segrate (Milan), Italy, (hereinafter "IBM"), and Rete Italiana Istruzione degli Adulti - RIDAP ("the Partner"), an Italian network composed by the CPIA (Provincial Centers for Adult Education) as established by the Decree of the President of the Italian Republic n° 263 of 29 October 2012, whom School leader is CPIA 2 metropolitan of Bologna, located in Viale Vicini 19 - 40122 Bologna, Italy - Fiscal Code 91370230376, relating to announcing IBM SkillsBuild as a key partnership that will support the RIDAP's initiatives with IBM SkillsBuild learning opportunities (the "Project"). The IBM and RIDAP are sometimes referred to individually as a "Party" and collectively as the "Parties".

Section 1

- MOU Subject. This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 0 and Section 3(d), 3(e), 3(f) and 3(h) which shall be binding on the parties in accordance with its terms.

Section 2

- Nonbinding Understandings. This Section 2 sets forth the nonbinding understandings of the Parties with respect to the Project. It is the present intention of the Parties that IBM and the Partner would fulfill each of their respective responsibilities with respect to the Project on terms and conditions substantially similar to those set forth in this Section 2. These terms are based upon information currently available.

IBM Responsibilities.

- Establish and scale IBM SkillsBuild pathways
- Create learner journey and value proposition
- Create marketing strategy and collateral that promotes pathways
- Create strategy that grows IBM SkillsBuild pipeline

RIDAP and IBM SkillsBuild would jointly evaluate, design, and develop opportunities to support the target, leveraging IBM SkillsBuild platform.

IBM would provide learners with free learning, support and resources.

RIDAP Responsibilities.

- Include IBM as a key partnership in the public launch announcement, social media, web pages, tv, radio and press communication;
- Promote the initiative with materials with the IBM SkillsBuild logo approved before by IBM;
- Timing. RIDAP would announce IBM as a key partner in the launch announcement by the end of May 2023.

Section 3

- Binding Agreements. This Section 3 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties may incur in pursuing the Project, the Parties agree as follows:
 - a. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Project, including without limitation (i) the performance of its obligations under this MOU; (ii) providing its own volunteer force.
 - b. Logos. Each Party may use the logo of the other Party only as provided in a separate logo usage agreement.
 - c. Confidentiality. None of the information or materials exchanged between IBM by the Partner is confidential. Should the parties wish to exchange confidential information in connection with this Agreement, the parties shall enter into separate written agreement with respect to such disclosure, using the form in Exhibit A, Agreement for Exchange of Confidential Information.
 - d. Affirmation of Non-Discrimination. The Partner does not advocate, support, or practice activities inconsistent with IBM's nondiscrimination policies, whether based on race, color, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability or veteran status. Documentation demonstrating that the Partner complies with the above statement may be required by the local IBM Corporate Social Responsibility manager.
 - e. Project for Legal Purposes. The Partner would not use any portion of the Project or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).
 - f. Compliance with Anti-Corruption and Anti-Bribery Laws. The Partner commits to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to the Partner including without limitation all applicable anti-corruption and anti-bribery laws. The Partner agrees that no individual associated with or employed by the Partner would improperly benefit, whether directly or indirectly, from the Project. The Partner agrees

that this Project is not intended to influence, and would not influence, the procurement decisions of the Partner or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. the Partner would not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other thing of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

g. Term and Termination. The rights and obligations of the Parties contained in this MOU shall expire upon the end of December 2024. Either Party may terminate this MOU upon notice to the other party, without any obligation or liability to the other party, provided however that Sections 0 and Section 3(d), 3(e), 3(f) and 3(h) shall survive such termination.

h. Governing Law. This MOU shall be governed by and construed in accordance with the internal laws of Italy, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the Milan.

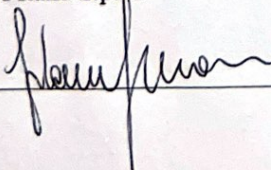
- No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

- No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

- Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

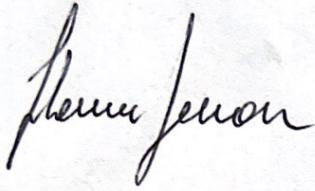
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

IBM Company (IBM) IBM Italia S.p.A. By 	RIDAP – Rete Istruzione degli Adulti By _____
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Name: Floriana Filomena Ferrara	Name: Emilio Porcaro
Title: Direttore CSR Italia & Master Inventor IBM	Title: Dirigente CPIA 2 metropolitano di Bologna

Attachments:

Exhibit A – Agreement for Exchange of Confidential Information (see [here](#))



**emilio
porcaro**

Firmato digitalmente da
emilio porcaro
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