MEMORANDUM OF UNDERSTANDING

(MoU)

Subject: Provision of training for skilled Indonesian manpower in the healthcare, caregiving, aviation, tourism, civil & industrial construction, transportation, naval construction, fishing, naval onboad employee with CDC certificate sectors of Italy, and creation of legal employment opportunities under Law 50/2023 (Article 23 of the Decreto Cutro).

1. Contracting Parties

This Memorandum of Understanding (MoU) is entered into by and between the following two parties:

- First Party:

Associazione Coordinamento Italbangla e Sviluppo

Headquarters: Rome, Italy.

Address: Via di Torpignattara 110-112, CAP 00177, Rome, Italy.

PEC: pec.italbangla@legalmail.it | Email: info@italbangla.net

REA Number: RM - 1637665 | Tax Code (Codice Fiscale): 16149101004

And its affiliate in Bangladesh, Italy Bangla Work Agency Human Resource Development Limited, along with other sister concerns of the Italbangla Group.

Founder & Legal Representative: Shah Md. Taifur Rahman *(Hereinafter referred to as the "First Party"),*

AND

- Second Party:

Binawan Inti Utama (BIU), Licensed Manpower Agency under the Ministry of Labour (License Number 12340024214990003) with headquarters: Jl. Dewi Sartika Kalibata Raya no 25-30 DKI Jakarta, Indonesia, 13630, Phone: 62 21 809 7300, represented by Said Saleh Alwaini, President Director. *(Hereinafter referred to as the "Second Party")*

2. Background and Context

According to Article 23 (Testo Unico Immigrazione) of Italy's recently enacted Law 50/2023 (commonly known as the "Decreto Cutro"), non-EU citizens can obtain legal employment opportunities in Italy outside the annual immigration quota restrictions (*fuori quota*). A prerequisite for this is the successful completion of vocational training and civic-linguistic education (Italian language and civic orientation) approved by the Italian government in their home country.

The First Party (Italbangla Association) possesses long-standing experience and a proven track record of implementing training and employment initiatives from Indonesia to Italy through migrant integration, legal assistance, and establishing direct linkages with the Italian Ministry of Labour and Italian employers.

The Second Party (BIU) is a leading Manpower Agency in Indonesia, recognized by Licensed Manpower Agency under the Ministry of Labour with License Number 12340024214990003

Both parties enter into this Memorandum of Understanding to jointly develop skilled Indonesia manpower in the healthcare, caregiving, aviation, tourism, civil & industrial construction, transportation, naval construction, fishing, naval onboad employee with CDC certificate sectors, ensuring their safe and legal employment in Italy.

3. Key Objectives of the Understanding

1. To prepare high-quality Indonesian Professionals according to the demands of Italy's manpower sectors.
2. To jointly conduct training and socio-linguistic programs in accordance with the mandates of Article 23 under the amended immigration framework of Law 50/2023.
3. To prevent illegal migration from Indonesia to Italy by ensuring the employment of skilled workers through completely legal and institutional channels.

4. To establish a long-term, sustainable framework of cooperation in compliance with the relevant government and administrative regulations of both countries.
5. To prepare a sufficient number of workers aligned with the labor market requirements of Italy and Europe; and to formulate and execute projects meeting European standards in cooperation with all relevant ministries of the Indonesia government, the Italian government, and other European nations.

4. Roles and Responsibilities

4.1. Responsibilities of the First Party (Italbangla Association):

- Demand Assessment & Employer Selection: Collect labor demands from various Italian institutions, business organizations, and Italian employers.
- Curriculum Alignment: Assist in updating and approving the training syllabus (Italian Language A1/A2 Levels, Civic Education, and technical skill) in accordance with the standards of the Italian Ministry of Labour.
- Placement Assistance: Connect trained and qualified workers with Italian employers and assist them in obtaining Job Offers/Contracts from Italy.
- Legal & Administrative Processes: Provide necessary legal support in Italy, advise on *Nulla Osta* processing, and assist workers with social integration and initial housing arrangements upon arrival in Italy.
- Italian Recognition: Arrange Italian Government Recognition to ensure skills training provided under Italian/European standards is readily accepted by the Italian government.

4.2. Responsibilities of the Second Party (BIU):

- Candidate Selection & Core Training: Select suitable trainees from candidates shortlisted by the First Party and provide practical training as per projects requirement.
- Infrastructure & Instructional Support: Maintain operational classrooms, laboratories, libraries, and necessary training materials across training centers.

- Accreditation & Certification: Arrange certification for successful graduates while maintaining internationally recognized standards.
- Language Program Facilitation: Ensure a suitable learning environment and infrastructure for Italian language and civic orientation classes as guided by the First Party.

5. Framework of Joint Activities

    1. Joint Training Program: A specialized course in Italian language and civic law managed by Italbangla Association.
    2. Project-Based Operations: Both parties will jointly execute operations through regional and national offices under Italian Ministry of Labour-approved projects.
    3. Joint Monitoring Committee: A 4-member monitoring committee comprising representatives from both parties will be formed to review trainees' progress and job placement activities on a monthly basis.

6. Italian Language and Civic Training Program (Exclusive Italian Language Program)

    1. Specialized Module: A specialized Italian language program (*Corso Civico-Linguistico*) will be conducted for all workers under the direct supervision of Italbangla Association.
    2. Language Standards: Students will be trained to attain a minimum proficiency level of A1/A2 (and up to B1/B2) to satisfy the legal requirements of Law 50/2023.
    3. Trainers & Materials: The First Party will provide course materials, digital learning resources, and instruction delivered by qualified Italian language trainers.
    4. Testing & Evaluation: To maintain standards, regular evaluations and tests will be conducted by Italian training partners. Only passing students will receive certificates and be recommended for Italian employment placement.

7. Non-Disclosure & Data Protection (Confidentiality)

    1. Supervision & Confidentiality: All commercial details, candidate personal data, training curricula, financial matters, or strategic plans exchanged between the parties under this MoU shall be treated as strictly confidential.

    2. Third-Party Non-Disclosure: Neither party shall disclose any information, database, or document belonging to the other party to any third party without prior written consent.

    3. Data Protection: All personal and sensitive information of candidates will be protected in accordance with the European Union's GDPR (General Data Protection Regulation) and the relevant data protection laws of Indonesia.

    4. Survival: The obligation of confidentiality shall remain in effect for 02 (two) years following the expiration or termination of this MoU.

8. Duration, Amendment, and Termination

    - Validity: This MoU shall remain valid for 02 (two) years from the date of signing. It may be extended by mutual written agreement.

    - Amendment: Any term of this MoU may be modified or amended through mutual written consent.

    - Termination: Either party may terminate this MoU by giving 03 (three) months' written notice. However, ongoing training or processing of current students must not be compromised or adversely affected by such termination.

9. Non-Binding Financial Principles

    - This MoU serves as a framework of mutual cooperation between the parties and does not impose direct financial liabilities on either party.

    - Fee structures and financial terms for individual joint projects or training batches will be defined through separate Specific Project Agreements.

10. Dispute Resolution

Any unintentional misunderstanding or disagreement arising from this MoU shall be resolved amicably through discussions between the heads of both organizations.

11. Execution & Consent

In witness whereof, the authorized representatives of both parties have signed this Memorandum of Understanding on behalf of their respective institutions:

For the First Party	For the Second Party
Signature:	Signature:
Name: Shah Md. Taifur Rahman Choton	Name: Said Saleh Alwaini
Title: Founder & President	Title: President Director
Organization: Italbangla Association, Rome, Italy	Organization: Binawan Inti Utama
Date: 11 September 2026	Date: 11 September 2026
Place: Jakarta Indonesia	Place: Jakarta, Indonesia