
APPEARING PARTIES:

In appearance for the execution of the present Memorandum of Understanding, on the one part, The National Secretariat of Higher Education, Science, Technology & Innovation (SENESCYT) of the Republic of Ecuador, which for the purpose of this instrument shall be referred to as SENESCYT, legally represented by René Ramírez Gallegos, in his capacity as National Secretary, and, on the other part, the company Haver & Boecker OHG, represented by Dr. Reinhold Festge, in his capacity as General Manager; the company Heidelberg Ecuador S.A., represented by Ernesto Nickel Garaicoa, in his capacity as President; the company Continental Tire Andina S.A., represented by Philipp von Hirschheydt, in his capacity as Executive President; which henceforth will be referred to as the “COMPANIES” and The Ecuadorian-German Chamber of Industry & Commerce, represented by Burchard von Campe in his capacity as President, which for the purposes of this instrument will be referred to as the “CHAMBER”.

The participating parties, freely and voluntarily, in order to meet their institutional interests and objectives, agree to execute the present instrument in accordance with the following clauses:

FIRST CLAUSE.- BACKGROUND

1. Article 3.7 of the Constitution of the Republic of Ecuador establishes that one of the primary duties of the State is: “To protect the natural and cultural heritage of the country.”

2. Article 26 of the Constitution of the Republic of Ecuador states education is a right of persons throughout their lives and an unavoidable and mandatory duty of the State. It constitutes a priority area for public policymaking and state investment, the guarantee of equality and social inclusion and the indispensable condition for the good way of living.

3. Article 154.1 of the norm ibid, states that the Ministers of State, beyond the attributes established by law, have the responsibility to exercise leadership of the public policies concerning the area under their responsibility and issuing the agreements and administrative resolutions that are required for its management.

4. Article 226 of the Constitution of the Republic stipulates that: “State institutions, bodies, agencies, public servants and persons who act by virtue of a state power granted to them shall perform only those duties and wield those powers that are given to them by the Constitution and the law. They will have to coordinate actions for the fulfillment of their purposes and enforce the enjoyment and exercise of the rights recognized in the Constitution.”

5. Article 350 of the Fundamental Constitution establishes: The higher education system shall be aimed at academic and professional training with a scientific and humanist vision; scientific and technological research; innovation, promotion, development and dissemination of wisdom and cultures; building solutions for the country’s problems with respect to the objectives of the development system.
6. Article 352 of the Supreme Charter orders that the higher education system shall be comprised of universities and polytechnic schools, advanced vocational, technological and teaching institutions; and conservatories of music and arts, duly accredited and evaluated. These institutions, whether public or private, are not-for-profit.

7. Article 14 of the Organic Law of Higher Education LOES establishes as institutions of the Higher Education System, among others, the technical and technological institutes, both public and private.

8. Article 182 of LOES establishes that the National Secretariat of Higher Education, Science, Technology & Innovation has as its objective to execute the stewardship of public policy of higher education and to coordinate actions between the Executive Function and the institutions of the System of Higher Education.

9. Through Executive Decree No. 934 of November 10, 2011, the President of the Republic of Ecuador designated the economist René Ramírez as National Secretary of Higher Education, Science, Technology & Innovation.

10. Haver & Boecker OHG is a company based in Oelde/Westfalen, Germany. The company was founded in 1887, can be found registered in the Commercial Register of said city under the number HRA 5915; its general manager is Dr. Reinhold Festge, whose designation is found registered in the above mentioned number of the register. The company is dedicated to the manufacture of woven wire for screening, filtration and measurement technology. The Machinary Division is the specialist for the sector of packing and mineral processing technology, it produces and markets machines and plants for filling and processing loose materials in bulk.

11. For more than 100 years, Heidelberg Druckmaschinen AG has established itself as the world’s leading provider of integrated solutions for prepress, press and finishing. HEIDELBERG ECUADOR S. A., with 100% Ecuadorian capital, is an Ecuadorian company incorporated by public deed on March 19, 1998, before Dr. Enrique Diaz Ballesteros, Eighteenth Notary of the Canton Quito. The Company was approved by Resolution No. 0943 of the Mayor of Companies of Quito dated April 21, 1998, its charter can be found registered under number 1,001 of the Register, Volume 129, under the code 012240 of April 30, 1998. By order of April 23, 2010 at the General Meeting of Ordinary and Universal Shareholders of Heidelberg Ecuador SA Ernesto Enrique Nickel Garaica was appointed as President and legal representative of the Company. The document was registered in the commercial register under No. 5420 Appointments Register Volume No. 141 dated May 6, 2010. Mr. Nickel served as General Manager of Heidelberg Ecuador from 1998 to 2010 until he was appointed legal representative of the Heidelberg Group for Ecuador and Peru, Group that is the exclusive representative for Ecuador and Peru.

12. The Company Continental Tire Andina SA, previously Ecuadorian Rubber Company, was incorporated on July 31, 1955, by deed executed before the Fifth Notary of Cuenca Canton, entered in the Commercial Register of the city, under the number 23, on August 16 of that year; the name change of the Company to Continental Tire Andina SA was authorized by the Second Notary of Cuenca Canton and registered in the commercial register on June 1, 2010 under the number 345. At the board meeting dated May 16, 2012, the Directors of Continental Tire Andina SA, appointed as EXECUTIVE PRESIDENT of the Company Mr. Philipp von Hirschheydt for a statutory period of two years. The document was registered in the Commercial Register under No. 1041 dated May 22, 2012.

13. The Ecuadorian-German Chamber of Industry and Commerce AHK Ecuador is a private entity, with reformed statutes approved by the Ministry of Foreign Affairs, Trade and Integration through Ministerial Agreement No. 000117 of September 24, 2010, in which it was determined that its objective: 
"[...] will be, in general terms, the development and promotion of economic relations between the Republic of Ecuador and the Federal Republic of Germany [...]." By order of August 17, 2011 Mr. Burchard von Campe was elected as President of the Chamber, and therefore, the legal representative of the same, for the statutory period of two years. Through Note
14. In regards to the implementation of the dual training system in Ecuador, it is noted that the Ecuadorian Ministry of Coordination of Human Knowledge and Talent and the Ecuadorian-German Chamber of Industry and Commerce signed an Agreement of Inter-Institutional Cooperation to coordinate the implementation of said system in May 2012.

15. It is necessary to establish effective cooperation mechanisms that allow for the articulation of public policies of superior public technical and technological training of Ecuador with the expertise of German experience in the method of dual training to devise a proposal for cooperation to implement dual careers in technology in the Public Technical and Technological Institutes of Ecuador.

SECOND CLAUSE.- PURPOSE:

The purpose of this Memorandum of Understanding is to develop cooperation between the parties, within the scope of their competence, to implement the development of the following career projects at a superior technical and technological level with a dual approach: High Technology in Industrial Mechanics, High Technology in Offset and Finalized Printing and High Technology in Electronics.

THIRD CLAUSE.- SCOPE OF THE COOPERATION

Through this instrument, the parties agree to cooperate under the following terms:

3.1 NATIONAL SECRETARIAT OF HIGHER EDUCATION, SCIENCE, TECHNOLOGY & INNOVATION:

1. Manage funding for the development and implementation of higher technical and technological careers with dual methodology according to the German model and with German certification. Especially with regards to the careers of High Technology in Industrial Mechanics, High Technology in Offset and Finalized Printing and High Technology in Electronics, in accordance with the provisions of the fifth clause of this instrument.

2. Determine the specific requirements that should be met by the curricula, especially with regards to the careers of High Technology in Industrial Mechanics, High Technology in Offset and Finalized Printing and High Technology in Electronics.

3. Implement the mentioned careers in the public Ecuadorian Technical and Technological Institutes in the cities of Quito and Cuenca with the adequate infrastructure, equipment, and human talent and to propose a management model to incorporate equipment in case it is necessary.

4. Encourage the presentation of the career projects mentioned in this instrument to the Council of Higher Education for approval.

5. Establish a schedule of implementation (theoretical stages, management of processes of dual training in the institutes) in conjunction with the COMPANIES and the CHAMBER.

6. Generate links between the public Ecuadorian Technical and Technological Institutes, the forming companies and the CHAMBER.

7. Manage the initial training of teachers and administrative personnel for the COMPANIES and the CHAMBER according to the schedule of implementation.

8. Encourage the development of the academic offerings mentioned above in the public Ecuadorian Technical and Technological Institutes where such careers are offered; beyond the duration of cooperation in the framework of this Instrument.
3.2 THE COMPANIES AND THE CHAMBER:

1. Support the creation of a training model of higher technical and technological education with recognition in Germany to be implemented in the public Ecuadorean Technical and Technological Institutes. Especially the careers of High Technology in Industrial Mechanics, High Technology in Offset and Finalized Printing and High Technology in Electronics.

2. Provide technical expertise in the development of curricula of careers to offer in public Ecuadorean Technical and Technological Institutes. Especially the careers of Industrial Mechanics, Offset and Finalized Printing and Electronics.

3. Provide to SENESCYT the necessary technical supplies for application of the dual training system in technical and high-tech education, by unanimous agreement between the parties.

4. Transfer the know-how for the development and implementation of careers with dual modality.

5. Undertake initial training of staff and teachers of the public Ecuadorean technical and high-tech institutes according to the implementation schedule, by unanimous agreement between the parties.

6. Make available to the public Ecuadorean Technical and Technological Institutes the equipment and specific personnel for practical teaching under the framework of dual training, by unanimous agreement between the parties.

7. In order to implement the detailed actions of implementation, the COMPANIES commit to form a consortium and to delegate its coordination to the CHAMBER.

FOURTH CLAUSE.- SPECIFIC AGREEMENTS:

The specific cooperation initiatives created under this Memorandum of Understanding must be specified by prior written mutual consent of the parties, and will be implemented in accordance with the national legislation of each of the parties.

The implementation schedule must be developed by the parties within a period of thirty (30) days from the signing of this instrument.

This excludes any kind of financial consideration or otherwise, which SENESCYT should cover to assist the COMPANIES and the CHAMBER by way of the commitments assumed in this instrument.

FIFTH CLAUSE.- FINANCING:

The performance of activities contemplated under the present instrument shall be restricted in terms of development and implementation to the prior existence of the budget.

However, all actions taken by the COMPANIES and the CHAMBER, in the framework of this Memorandum, will not generate financial or other remuneration on the part of SENESCYT.

SIXTH CLAUSE.- DURATION AND TERM

The present Memorandum of Understanding, will have a duration of three (3) years, counted from the date of signature. This instrument will be renewed whenever the parties indicate their willingness to do so, by notification signed by the legal representatives of each of the parties, at least thirty (30) days prior to the maturity of the instrument, in which the duration of the renewal will be newly determined.

SEVENTH CLAUSE.- MODIFICATIONS

The conditions established in this Memorandum of Understanding can be modified, expanded or annulled with proper justification by the suggesting party, through a proposal that is presented, studied and accepted by the counter-parties at least ninety (90) days before the date in which the requested changes are expected to come into force by the suggesting party.
The present instrument can be modified by mutual agreement of the parties.

All requests for modification, expansion or annulment should be delivered through formal communications to the other parties, in which they shall articulate their position with respect to the requested subject within a term of thirty (30) days counted from the date of receipt of the request, and the absence of a declaration on the matter will be understood as non-acceptance.

EIGHTH CLAUSE.- EARLY TERMINATION

The present Memorandum of Understanding can be terminated in advance for the following reasons:

a) By decision of one of the parties, before the expiration date through a written notice to the counter-party, notifying them six (6) months in advance.

b) In the case of force majeure which, by mutual understanding, makes compliance impossible; and

c) By mutual agreement of the parties.

NINTH CLAUSE.- DISPUTE RESOLUTION

The parties promise to resolve all disputes, controversies, claims or differences that arise between them, related to the scope, interpretation or application of the contemplated provisions in the present instrument, amicably and in good faith.

In case of failure to reach an agreement amicably, the parties may use the alternative method of "mediation" before the "Center of Mediation of the Attorney General of the State", in the terms stipulated in Article 190 of the Constitution of the Republic of Ecuador.

TENTH CLAUSE.- ADDRESS AND NOTIFICATIONS

For relevant purposes, the parties set their addresses as:

a) On the part of SENESCYT:
Address: Wymper E7-37 y Alpallana
Quito-Ecuador
Telephone: 539 2 250 56 56 ext: 221, 225
Web: cooperacionrrr@senescyt.gob.ec

b) On the part of the company HAVER & BOECKER OHG:
Address: Carl-Haver-Platz 3
D-59302 Oelde – Germany
Telephone: +49 2522 30 0
Web: www.haverboecker.com

c) On the part of the company HEIDELBERG ECUADOR S.A.:
Address: Mariscal Foch E9-94 y Tamayo
Quito - Ecuador
Telephone: (593 02) 2559408
Web: www.heidelberg.com.ec

d) On the part of the company CONTINENTAL TIRE ANDINA S.A.:
Address: Panamericana Norte Km 2.8
Cuenca - Ecuador
Telephone: (593 07) 286 2155
Web: www.continentaltire.com.ec
ELEVENTH CLAUSE.- ACCEPTANCE AND SIGNATURE:

As evidence and faith of the acceptance of the terms of this Memorandum of Understanding, the parties sign five (5) duplicate original copies in Spanish and English, all texts being equally authentic and of similar legal value.

Given in the city of Berlin on March 16, 2013.

a) On behalf of The National Secretariat of Higher Education, Science, Technology & Innovation (SENESCYT) of the Republic of Ecuador

[Signature]
René Ramírez Gallegos
National Secretary of SENESCYT

b) On behalf of the company Haver & Boecker OHG

[Signature]
Reinhold Festge
General Manager HAVER & BOECKER OHG

c) On behalf of the company Heidelberg Ecuador S.A.

[Signature]
Ernesto Nickel Garnica
President of Heidelberg Ecuador S.A.

d) On behalf of the company Continental Tire Andina S.A.

[Signature]
Philipp von Hirschheydt
Executive President of Continental Tire Andina S.A.
e) On behalf of The Ecuadorian-German Chamber of Industry and Commerce

By: Burchard von Campe
President of The Ecuadorian-German Chamber of Industry and Commerce
Oliver Parche
Manager of The Ecuadorian-German Chamber of Industry and Commerce

Honorary Witnesses

Augusto Espinosa
Minister Coordinator of Human Knowledge and Talent

Volker Treier
Deputy Chief Executive and Managing Director of International Economic Affairs of The Ecuadorian-German Chamber of Industry and Commerce (DIHK)

Peter Linder
German Ambassador of Ecuador

Dr. Ralf Meier
Head of Programme Management, Sequa gGmbH