

Cooperation Agreement

for an Action of the German Academic Exchange Service (DAAD)

between

Hochschule für angewandte Wissenschaften München

Munich University of Applied Sciences

Lothstr. 34, 80335 München, Germany,

represented by the president Prof. Dr. Michael Kortstock

- hereinafter referred to as "Beneficiary" -

on the one hand

and

Universidad de Cuenca

University of Cuenca

Avda. 12 de Abril, Ciudadela Universitaria,

Cuenca, Ecuador,

represented by the rector Ing. Fabián Carrasco

- hereinafter referred to as "Partner" -

on the other hand,

Which have agreed as follows:

§ 1 Subject

1. This contract, drawn up under the action programme in the field of Dialogue on Innovative Higher Education Strategies (DIES) of the German Academic Exchange Service (DAAD) shall govern relations between the Beneficiary and the Partner committing themselves to carry out the work programme covered by this contract.

This work programme comes under the Grant Agreement ID: 50752664 concluded between the Beneficiary and the DAAD.

2. The subject matter of this contract and the related work programme are detailed in the annexes, which form an integral part of this contract and that each party declares to have read and approved.

§ 2 Duration

1. The project referred to in Article 1 has a duration of 46 months. It starts 01.03.2011 and ends on 31.12.2014.
2. After signing by the last of both participating parties this contract will enter into effect retroactively as of 1 March 2011. It terminates at the moment of payment of the balance of the contract.
3. The period of eligibility of the costs starts on 01.03.2011 and finishes on 31.12.2014.

§ 3 Obligations of the Beneficiary

1. The maximum DAAD contribution to cover expenditure incurred by the members of the Partnership participating in the programme shall be 191.660,00 Euro.
2. The final financial contribution shall depend on the evaluation of the results of the project described under the Grant Agreement Project ID: 50752664 concluded between the Beneficiary and the DAAD, pursuant to the rules laid down in the Administrative and Financial Guidelines, but shall, under no circumstances, give rise to a profit.

The Beneficiary shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement ID: 50752664 concluded between the DAAD and the Beneficiary;
2. to send to the Partner a copy of the Grant Agreement ID: 50752664 and its annexes, concluded with the DAAD, of the Administrative and Financial Guidelines, of the various reports and of any other official document concerning the project;
3. to notify and provide the Partner with any amendment made to the Grant Agreement concluded with the DAAD;
4. to define in conjunction with the Partner the role and rights and obligations of the two parties;
5. to comply with all the provisions of Grant Agreement ID: 50752664 binding the Beneficiary to the DAAD.

§ 4 Obligations of the Partner

The Partner shall undertake:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Grant Agreement ID: 50752664 concluded between the DAAD and the Beneficiary;
2. to comply with all the provisions of Grant Agreement ID: 50752664 binding the Beneficiary to the DAAD;
3. to communicate to the Beneficiary any information or document required by the latter that is necessary for the management of the project;

4. to accept responsibility for all information communicated to the Beneficiary, including details of costs claimed and, where appropriate, ineligible expenses;
5. to define in conjunction with the Beneficiary the role and rights and obligations of the two parties.

§ 5 Financing

1. The total expenditure to be committed by the Partner for the period covered by this contract is estimated at 233.460 Euro (including indirect cost, all taxes and duties).
2. The DAAD contribution for the Partner shall be a maximum amount of 113.460 EUR.

§ 6 Payments

1. The Beneficiary commits himself to carrying out payments relating to the subject matter of this contract to the Partner according to the achievement of the tasks and request of payment by the Partner:

2011 up to	29.790,00 EUR
2012 up to	27.890,00 EUR
2013 up to	27.890,00 EUR
2014 up to	27.890,00 EUR

2. All payments shall be regarded as advances pending explicit approval by the DAAD of the final report, the corresponding cost statement and the quality of the results of the project.

§ 7 Reports

1. The Partner shall provide the Beneficiary with any information and document required for the preparation of the interim report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative at the latest.

2. The Partner shall provide the Beneficiary with any information and document required for the preparation of the final report and, where appropriate, with copies of all the necessary supporting documents completed and signed by the legal representative at the latest.

§ 8 Monitoring and supervision

1. The Partner shall provide without delay the Beneficiary with any information that the latter may request from him concerning the carrying out of the work programme covered by this contract.
2. The Partner shall make available to the Beneficiary any document making it possible to check that the aforementioned work programme is being or has been carried out.

§ 9 Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The Partner shall protect the DAAD, the Beneficiary and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the DAAD, the Beneficiary or their personnel.

§ 10 Termination of the contract

1. The Beneficiary may terminate the contract if the Partner has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the Partner by registered letter has remained without effect for one month.
2. The Partner shall immediately notify the Beneficiary, supplying all relevant information, of any event likely to prejudice the performance of this contract.

§ 11 Jurisdiction clause

1. Failing amicable settlement, the Courts of Munich shall have sole competence to rule on any dispute between the contracting parties in respect of this contract.
2. The law applicable to this contract shall be the law of Germany.

§ 12 Amendments or additions to the contract

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

Annexes

- a) **detailed budget relating to the activities of the Partner.**
- b) **description of the Partner's tasks and breakdown of the DAAD allocation.**

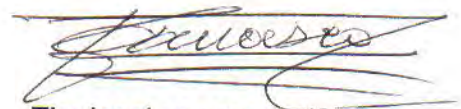
Done at

For the Beneficiary,



The legal representative
Prof. Dr. Michael Kortstock
President

For the Partner,



The legal representative
Ing. Fabián Carrasco
Rector