

Specific Partnership Agreement for International Cooperation

between

Escuela Superior Politécnica del Litoral (ESPOL)

and

ZBW — Leibniz Information Centre for Economics (Germany)

**On friendship and cooperation for the purpose of promoting mutual understanding
and academic, cultural, scientific and personal exchanges**

Escuela Superior Politécnica del Litoral (hereinafter referred to as “**ESPOL**”) whose address is Campus Gustavo Galindo - km. 30.5 vía perimetral, Guayaquil - Ecuador and shall include its lawful representatives and permitted assigns; AND

ZBW – Leibniz Information Centre for Economics (hereinafter referred to as “**ZBW**”), whose address is at Duesternbrooker Weg 120, 24105 Kiel, Germany and shall include its lawful representatives and permitted assigns;

(hereinafter referred to as singularly as “the Party” and collectively as “the Parties”)

WHEREAS

1. The Escuela Superior Politécnica del Litoral (ESPOL) is a higher education institution, a legal person under public law, non-profit, autonomous in academic, administrative, financial and organic matters, it is its duty to seek the truth in the different fields of knowledge. within the framework of the Constitution, trends in science and technology and the values of secular ethics. It is governed by the provisions of the Constitution of the Republic of Ecuador, the Organic Law of Higher Education (LOES) and its General Regulations; in what is applicable, by Executive Decree No. 1664 of October 29, 1958 by means of which the Polytechnic School of the Litoral was created; and, by the Statute and internal regulations of the institution.
2. The ESCUELA SUPERIOR POLITÉCNICA DEL LITORAL ESPOL promotes and is part of the Coastal Innovation Zone, actively promoting the development of territorial and business capacities in terms of innovation and technology transfer that contribute directly to the productive transformation of Ecuador and acting directly through its Public Service Companies and Institutional Research Centers.
3. The ESCUELA SUPERIOR POLITÉCNICA DEL LITORAL ESPOL, as a Public University of Ecuador, has an important role in the social and economic development of the country, for this reason it permanently stimulates the participation of its students, teachers and researchers in the relationship with society in the form of University Social Responsibility, as well as learning processes and continuing education for all types of institutions and organizations. **ZBW** - Leibniz Information Centre for Economics,

established in 1919, is the world's largest specialist library for economics. The ZBW maintains the subject-portal EconBiz offering access to more than 10 million publications etc. from different databases. It focuses on literature in business and economics and related subjects. EconBiz also offers the option to select open-access-only material in business studies and economics. ZBW has entered into various collaborative arrangements with others to enhance its academic links and cooperation.

4. Subject of this Specific Partnership Agreement for International Cooperation is a cooperation based on the usage of the portal EconBiz and/or the exchange of ideas on possible EconBiz services.
5. Furthermore the Parties declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows :

ARTICLE I

OBJECTIVE

The Parties will endeavour to strengthen, promote and develop international and research co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF COOPERATION

Both parties agree to encourage and execute the following activities, in particular to promote international cooperation as follows :

- a) ZBW responsibilities:
 - technical maintenance of EconBiz
 - regular updates of search-engine index with literature, documents and conferences in business and economics
 - promotion of ESPOL especially via the EconBiz partner pages
 - invitation for one representative of ESPOL to International EconBiz Partner Meeting

For the avoidance of any doubt, all updates and maintenances of EconBiz will take place according to ZBW's time schedule. ZBW will make reasonable efforts to reduce technical interruptions of EconBiz and inform ESPOL about planned interruptions. Interruptions of the internet or infrastructures of third parties cannot be foreseen or avoided by ZBW.

- b) responsibilities of ESPOL:
 - promotion of EconBiz in Guayaquil/ Ecuador
 - if applicable: support in the maintenance of calendar of events (ESPOL sends updates of events in Ecuador)
 - nomination of a contact person
- c) conduct any other areas of co-operation as might be agreed by the Parties.

ARTICLE III

FINANCIAL ARRANGEMENTS

- 3.1. This Specific Partnership Agreement for International Cooperation does not give rise to any financial obligation between the Parties.
- 3.2. Each Party will bear its own cost and expenses in the implementation of this Specific Partnership Agreement for International Cooperation .

ARTICLE IV

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Specific Partnership Agreement for International Cooperation serves only as a record of the Parties' intentions and does not constitute or create any obligations.

ARTICLE V

NO AGENCY

Nothing contained in the present Specific Partnership Agreement for International Cooperation is to be understood as constituting a joint venture, a civil partnership (so called "BGB-Gesellschaft"), formal business organisation or an agency relationship between the Parties.

ARTICLE VI

ENTRY INTO EFFECT AND DURATION

- 6.1. This Memorandum of Understanding shall become effective as of the date of the last signatures by one of the both parties.
- 6.2. This Memorandum of Understanding will remain in effect for a period of FIVE (5) years.
- 6.3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by both parties.
- 6.4. If the Memorandum of Understanding is not renewed by mutual consent, the Memorandum of Understanding will conclude at the end of the specified time period.

ARTICLE VII

REVISION, VARIATION AND AMENDMENT

- 7.1. Either party may request in writing an amendment of this Specific Partnership Agreement for International Cooperation
- 7.2. Any amendment has to be agreed by the Parties in writing.
- 7.3. Any amendment shall not affect the implementation of any project, activity or co-operation arising from or based on this Specific Partnership Agreement for International Cooperation before or up to the date of such amendment.

ARTICLE VIII

TERMINATION

This Specific Partnership Agreement for International Cooperation may be terminated by either party with a minimum of THIRTY (30) days written notice. Activities in progress at the time of termination of this Memorandum of Understanding shall not be affected by such termination unless otherwise agreed.

ARTICLE IX

NOTICES

Any communication under this Specific Partnership Agreement for International Cooperation must be made in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address of ESPOL or the ZBW to the following address::

To ESPOL please fill the gaps:

Name: Christian Vera Alcívar

Address: Guayaquil, Alborada 4 Manzana DT villa 1

Phone: 0990660683

E-mail:: cxvera@espol.edu.ec

To ZBW:

Dr. Tamara Pianos

Duesternbrooker Weg 120

24105 Kiel

Phone: +49 431 8814 - 365

E-mail: t.pianos@zbw.eu

ARTICLE X

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1. Without prejudice to paragraph 10.3 of the present article, the protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations applicable to the Parties.
- 10.2. Any use of the name, logo and/or official emblem by one of the Parties is prohibited without the prior written approval of the other Party.
- 10.3. The intellectual property rights in respect of any technological development, and any products and services development, carried out –
 - a) jointly by the Parties or research results obtained through joint efforts by the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - b) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE XI

CONFIDENTIALITY

- 11.1. Each Party observes the confidentiality and secrecy of documents, information and other data received from or supplied by the other party in implementation of this Specific Partnership Agreement for International Cooperation or any other agreements made pursuant to this Specific Partnership Agreement for International Cooperation .
- 11.2. For purposes of paragraph 11.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, during or after, the execution of this Specific Partnership Agreement for International Cooperation.
- 11.3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties after the termination of this Specific Partnership Agreement for International Cooperation for the duration of 1 year.

ARTICLE XII

FORCE MAJEURE

Either party's failure to perform any term or condition of this Specific Partnership Agreement for International Cooperation as result of circumstances beyond the control of the relevant party ["Force Majeure"] is not considered a breach of this Specific Partnership Agreement for International Cooperation .

ARTICLE XIII

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Specific Partnership Agreement for International Cooperation shall be settled amicably through mutual consultation and/ or negotiations between the parties.

The foregoing record represents the understandings reached between ESPOL and the ZBW upon the matters referred to therein.

Signed on

for and on behalf of

ESPOL

Signed on

for and on behalf of

ZBW

.....

Cecilia Paredes Verduga, Ph.D.

Rector

**Escuela Superior Politécnica del Litoral
ESPOL**

.....

Prof. Dr. Klaus Tochtermann,

Director

.....

Axinia Braunschweig,

Administrative Management

**ZBW - Leibniz Information Centre for
Economics (Germany)**