

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMPETITION LAW CENTER AT GEORGE WASHINGTON UNIVERSITY
AND
INSTITUTO ECUATORIANO DE DERECHO DE COMPETENCIA
(ECUADORIAN COMPETITION LAW INSTITUTE)**

This memorandum of understanding ("MOU") is entered into by the Competition Law Center at George Washington University ("CLC"), headquartered in Washington, DC, on the one hand, and the Instituto Ecuatoriano de Derecho de Competencia ("IEDC"), a not-for-profit corporation, headquartered in Quito, Ecuador, on the other hand.

CLC and IEDC are hereinafter referred to individually as "Party", and jointly as the "Parties".

WHEREAS, The CLC promotes the effective design and implementation of competition law systems in the United States and abroad;

WHEREAS, CLC, represented by William. E. Kovacic, is interested in enhancing its academic activities in Latin America and the Republic of Ecuador;

WHEREAS, IEDC is an organization duly organized under the laws of Ecuador and committed to the study and development of competition law and policy in the Republic of Ecuador and the wider Latin American region;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts.

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Purpose and Scope**

The purpose of this MOU is to provide a general framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest. Namely, the joint organization of competition law and policy-related academic and professional events within the Republic of Ecuador, the joint organization of academic publications related to the fields of competition law and policy, as well as collaborating in the elaboration of impartial recommendations oriented towards law reform within the field of competition regulation in the Republic of Ecuador.

Article II

Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

- i) Planning and execution of the Iberoamerican Competition Law Conference ("*Conferencia Iberoamericana de Competencia*");
- ii) Planning, development and incorporation of the Iberoamerican Competition Law Association ("*Asociación Iberoamericana de la Competencia*");
- iii) Planning and execution of a Competition Law Academy for iberoamerican judges and magistrates, within the scope of the Iberoamerican Competition Law Association, and
- iv) Any other coordinated activities that the parties may define in the future.

Article III Implementation of the MOU

3.1 All activities undertaken by CLC under this MOU shall be in accordance with CLC regulations, rules, procedures and directives.

3.2 To implement the specific activities envisioned hereunder, the Parties shall conclude separate written agreements, which shall outline the activities agreed upon along with the responsibilities of each Party, including costs and expenses and how they are to be borne by the Parties, as well as such issues as intellectual property. Such agreements shall also include a provision incorporating by reference this MOU.

3.3 This MOU does not of itself create any commitment of resources, financial or otherwise, on the part of the Parties.

3.4 The Parties recognize that their cooperation under this MOU is not intended to interfere with each Party's right to carry out its own mandated activities.

Article IV Consultation and Exchange of Information

4.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

4.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such

arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

4.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

4.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article V Use of the Name, Emblem and Logos of the Parties

5.1 Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, and/or affiliates, or any abbreviation thereof, without the prior express written approval of the other Party in each case.

5.2 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI Confidentiality of Information

6.1 Information and data that are considered proprietary by either Party or that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the performance of this MOU, and that is designated as confidential ("Confidential Information"), shall be held in confidence by the Recipient.

6.2 The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar Confidential Information that it does not wish to disclose, publish or disseminate.

6.3 The Recipient shall use the Discloser's Confidential Information solely for the purpose for which it was disclosed.

Article VII Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, to the Party to

which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For CLC: William. E. Kovacic
E mail: wkovacic@law.gwu.edu

Kierre Hannon
khannon@law.gwu.edu

For IEDC: Fausto Alvarado
Compctenciaecuador@gmail.com

Alberto Brown
abrown@almeidaguzman.com

Daniel Robalino
drobalino@robalinolaw.com

Article VIII Representations

IEDC represents that it is an organization in good standing duly organized under the laws of Ecuador. IEDC shall promptly notify CLC of any legal investigation or fiscal audit that it may be subject to from time to time.

Article IX Intellectual Property

9.1 Nothing in this MOU will be construed as granting or implying rights to, or interest in the intellectual property of the Parties. Except to the extent addressed by a subsequent legal instrument concluded by the Parties in accordance with Article 3.2 hereof, each Party shall retain all rights, title, and interest in and to any materials (including, without limitation, memoranda, research, and outlines) developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the Effective date or in furtherance of the objectives of this MOU during its term, and any modifications thereto.

9.2 In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Parties will negotiate and agree on terms of its ownership.

Article XI Term, Termination, Extension and Amendment

11.1 The cooperation under this MOU is non-exclusive and shall have an initial term of five (5) years from the Effective Date, as defined in Article 12.3, unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of five (5) years.

11.2 Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument pursuant to this MOU will cease to be effective. Any termination of this MOU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or under any legal instrument executed pursuant to Article 3.2 of this MOU.

11.3 This MOU may be amended only by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply only to activities which have not yet been implemented.

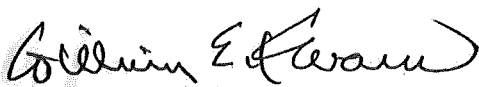
Article XII Miscellaneous

12.1 The Parties affirm their zero tolerance for sexual harassment, exploitation and abuse and are firmly committed to the prevention of such sexual harassment, exploitation and abuse. A breach of this provision is a breach of an essential term of this MOU.

12.2 This MOU and any related agreements and project document comprise the complete understanding of the Parties in respect of the subject matter of this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

12.3 This MOU may be signed in counterparts in the English language, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present MOU at the place and on the day below written.



William E. Kovacic



Daniel Robalino

