



MEMORANDUM OF UNDERSTANDING

Between

ECUADOR "INSTITUTO DE INVESTIGACIÓN GEOLÓGICO Y ENERGÉTICO "
(HEREINAFTER, "IIGE")

and the

CANADIAN INTERNATIONAL INSTITUTE OF RESOURCES AND DEVELOPMENT
(HEREINAFTER, "CIRDI " for its acronym in English)

Preamble

IIGE and CIRDI agree to sign this MOU (hereinafter, "MOU") subject to the terms and conditions stated below.

The Parties

CIRDI is an independent center of expertise on natural resource governance. It is housed within the School of public Policy and Global Issues at the University of British Columbia. CIRDI responds to requests from partners that seek to strengthen capacity to govern and manage natural resources in line with principles of environmental sustainability and in ways that generate inclusive and equitable benefits for all, with specific attention to gender equality and indigenous rights. In responding to these requests, CIRDI provides technical support, training, applied research and advice on leading practices. CIRDI focuses its efforts on three strategic areas:

- 1) Public Sector Capacity and Governance
- 2) The Environment and Climate Change
- 3) Artisanal and small-scale mining (ASM)

CIRDI's academic roots and operational independence allows the institute to leverage and deploy advanced technical capacity in a timely and needs-responsive manner. CIRDI is also empowered to serve as a neutral convener in complex, multi-stakeholder environments, and views strong partnerships as being vital to its operational success in the long term.

The IIGE, created by Executive Decree No. 399 of May 15, 2018; merging two institutes focused on the research of energy efficiency, renewable energies, geology, mining and metallurgy. It is a body attached to the Ministry of Energy and Non-Renewable Natural Resources (MERNR), which are part of the Ecuadorian Public Administration and the Executive Branch of the State.

IIGE's Values and principles, IIGE stands for its integral management under five basic principles:

Continuous Improvement - Constantly improve the mechanisms for the management and application of scientific and technical knowledge in the institutional field.

Teamwork - Fulfillment of goals and objectives through the activities articulated by all the members that form the institution.

Efficiency - Implementing efficient processes to achieve quality results through the optimal use of resources.

Socio-Environmental Responsibility - Promote care for the environment and the improvement of the quality of life of citizens.

Transparency - Working with responsibility, honesty, integrity and professional ethics.

Mission Statement

Generate and promote knowledge in the field of geology and energy, through scientific research, technical assistance, and specialized services for the responsible use of renewable and non-renewable resources, contributing to decision-making for the benefit of society.

Vision

To be the geological and energy research institute of reference at a regional level, which contributes to innovation and technological development for the responsible use of renewable and non-renewable resources, with social and environmental responsibility and the development of its human talent committed to the progress of the country.

From now on, CIRDI and IIGE will be referred to collectively as the "PARTIES" or individually as a "PARTY".

Objective

The objective of this MOU is to express mutual intent of the PARTIES to cooperate in good faith and identify cooperation projects in the following areas:

Areas of Cooperation

The PARTIES shall cooperate in the following areas of work and/or activities:

1. Collaboration in joint training and learning programs;
2. Development of collaborative applied research projects of mutual interest and benefit;
3. Support the exchange and mutual learning of cutting-edge knowledge and best practices;
4. Joint regional multi-stakeholder participation in various activities, including joint conferences, seminars, workshops, and exhibitions;
5. Providing information on potential exchange opportunities for technicians, visiting students, academics, faculty, and postdoctoral fellows in the coalition and partner institutions;
6. Exchange of academic information including research papers, thesis indexes, and books on relevant topics;
7. Exchange of invitations to attend academic and technical meetings, forums, and conferences;
8. Review of other possible areas of cooperation in a variety of advisory, applied research, and education projects.

Scope of cooperation

While the PARTIES intend to cooperate in the above activities, neither PARTY is obliged to commit funds or resources nor take commitments on behalf of the other PARTY nor give any rights regarding intellectual property, unless it has signed a legally binding contract.

Principles

The PARTIES agree to the following:

- **Environmental Protection:** The PARTIES shall consider environmental factors in all stages of their work.

- **Inclusion and respect for gender equality:** The PARTIES shall consider the factors on gender equality at all stages of their work.
- **Human rights:** PARTIES shall respect the existing rules on human rights, many of which represent established legally binding obligations of states and ensure the application of these rules according to specific needs and circumstances of indigenous peoples.

Contact addresses

CIRDI's administrative offices are located in 1606-1166 Alberni St, 16th Floor, Vancouver, British Columbia, Canada, V6E 3Z3. Contact person: Francisco Gallegos, Program Manager at CIRDI.

IIGE's offices are located at Av. Iñaquito N35-37 y Juan Pablo Sanz Edificio Colegio de Economistas 4to Piso, Quito, Ecuador. Contact: Daniela Rueda, Advisor.

Duration and notice of termination

The PARTIES have expressed their intention to cooperate in the areas described above for a period of two (2) years from the signature of this MOU. The PARTIES will evaluate the progress of the cooperation on a yearly basis. Unless extended by the PARTIES, this MOU will expire at the end of this period.

This MOU may be terminated by either of the PARTIES upon written notice to the other PARTY.

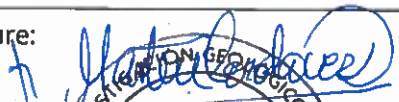

Limitations of this agreement

This MOU is not intended to be and is not to be construed as a legally binding agreement. The signing of this MOU does not result in any material, financial or other obligation for either of the PARTIES. By signing this MOU, the PARTIES are signifying their desire for cooperation. The implementation of this cooperation will be concluded in another arrangement to be agreed by the PARTIES.

Dispute Resolution

Any dispute that may arise between the PARTIES over the interpretation, compliance, validity or application of this MOU or any of its provisions shall be settled amicably by direct negotiation between the PARTIES, following the rules of good faith and common intention.

In conformance with the contents and scope of this MOU, the PARTIES will sign this agreement in four (4) copies in Spanish and four (4) copies in English.

For INSTITUTO DE INVESTIGACIÓN GEOLÓGICO Y ENERGÉTICO	For CIRDI
Signed on the <u>13</u> of <u>FEBRUARY</u> of the year <u>2019</u> in <u>QUITO, ECUADOR</u> .	Signed on the <u>16</u> of <u>JANUARY</u> of the year <u>2019</u> in <u>VANCOUVER, CANADA</u>
Martín Cordovez Dammer Executive Director Instituto de Investigación Geológico y Energético	Elaine Pura Chief Executive Officer Canadian International Resources and Development Institute (CIRDI)
Signature: 	Signature: 



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