

MEMORANDUM OF UNDERSTANDING

BETWEEN

**COORDINATING MINISTRY FOR STRATEGIC SECTORS OF THE
REPUBLIC OF ECUADOR**

AND

THE CANADIAN INTERNATIONAL RESOURCES AND DEVELOPMENT INSTITUTE

MEMORANDUM OF UNDERSTANDING

The **Coordinating Ministry for Strategic Sectors**, hereinafter “**MICSE**” duly represented by Minister Dr. Rafael Poveda Bonilla, on the one hand; and, the **Canadian International Resources and Development Institute**, hereinafter “**CIRDI**”, duly represented by Mr. Daniel Dumas, Executive Director, on the other hand.

Jointly referred to herein as "The Parties" and individually as a “Party”.

WHEREAS: The parties are interested in facilitating mutually beneficial collaboration through the interaction between their respective networks of expertise, experiences and competencies to sustain long-term economic development and international trade of natural resources that would increase revenue generation, create employment, improve governance capacities and transparency and lead to poverty reduction;

THEREFORE: The objective of this Memorandum of Understanding (hereafter referred to as (“**MOU**”)) is to establish a partnership and to outline possible areas of collaboration between the parties.

The Parties agree as follows:

1. BACKGROUNDS

MICSE is the Public Entity of the Republic of Ecuador charged with the coordination and preparation of the policies and actions to be adopted by the different institutions that fall under its supervision; supporting, facilitating and monitoring the execution and the attainment of specific national objectives; serving as a liaison between the ministerial necessities and the presidential decisions and; coordinating the administration of duties assigned by the President of the Republic.

CIRDI was established in May 2013 as a coalition of the University of British Columbia, Simon Fraser University and École Polytechnique de Montréal. CIRDI’s mandate is to act as a world-class centre for expertise in improving and strengthening resource governance that assists developing countries to meet their needs for policy, legislation, regulatory development and implementation, training, technical assistance, and applied research related to their own extractive sectors.

2. AREAS OF COOPERATION

The scope of collaboration would cover, without limitations, such activities as:

- a) Sharing and communicating information that is not of a confidential nature and that will allow both parties to better understand each other’s interests and perspectives on issues and concerns of mutual interest;

- b) Seeking opportunities to perform complementary roles in order to enhance activities and results in mutual areas of interest;
 - c) Developing future partnerships for project coordination and harmonization in developing countries;
 - d) Seeking and identifying expertise through each party's respective networks for project implementation by each party in their respective or common programming areas related to improving and strengthening resource governance in developing countries;
 - e) Organizing thematic or networking events to share expertise and knowledge in resource governance, extractive industries and international development.
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3. COSTS AND EXPENSES

Each party will be responsible for its own costs and expenses that arise during the discussion process and exchange of information related to this Memorandum of Understanding; accordingly, neither of The Parties will be entitled to or make a claim for the restitution of any costs or expenses incurred in connection with this Memorandum of Understanding.

4. RESOLUTION OF DISPUTES

The Parties understand that the intention of this MOU is not to create legally binding commitments between the Parties in either domestic or international legislation. The signing of this MOU does not result in any material, financial or other obligation for either of the Parties hereto. By signing this MOU, the Parties are signifying their desire for mutual collaboration. The implementation of this collaboration shall be conducted in another arrangement to be agreed by the parties.

Any dispute or controversy related to this MOU will be resolved through the direct good-faith negotiation between The Parties. If The Parties are unable to reach an agreement that resolves the dispute, this MOU will automatically terminate and neither of The Parties will be entitled to any right to submit the dispute to any arbitral tribunal or court of justice, except for the provisions relating to confidentiality, its terms provided for in this instrument.


IN WITNESS WHEREOF, the Parties have signed this MOU.

Signed on the 2 day of March 2015.

X 

Dr. Rafael Poveda Bonilla
Minister

**MINISTRY OF COORDINATION
OF STRATEGIC SECTORS**

X 

Mr. Daniel Dumas
Executive Director

**CANADIAN INTERNATIONAL
RESOURCES AND DEVELOPMENT
INSTITUTE**