

MEMORANDUM OF UNDERSTANDING

Between

CEFE International GmbH, Germany
herein after referred to as CEFE International
Auenweg 185
51063 Cologne
Germany

And

Fundación Trabajo para un Hermano de Concepción

This Memorandum of Understanding (MOU) sets for the terms and understanding between CEFE International and Fundación Trabajo para un Hermano de Concepción

Background

- 1.1. WHEREAS, CEFE International is the owner of CEFE concept and engaged in the further development of the CEFE approach, its global dissemination, the networking of CEFE trainers and interested parties, the definition of quality standards and their adherence, the qualification and certification of trainers, and the provision of best practice CEFE services.
- 1.2. WHEREAS, Fundación Trabajo para un Hermano de Concepción uses CEFE methodology since 1992 and realizes formation of trainers through ToTs since 1996.
- 1.3. WHEREAS, the above mentioned and undersigning partners share the common objective of promoting and developing entrepreneurship and entrepreneurial competence as well as stimulating an enterprising culture through a wide range of development and commercial measures,
- 1.4. WHEREAS, both organizations agree that significant benefits can be derived from mutual cooperation to carry out their respective mandates and to achieve positive synergies,
- 1.5. WHEREAS, both organizations believe that CEFE is an innovative and versatile human resource development toolbox.

2. Purpose

- 2.1. This MOU has the purpose and objective of:
 - a) Formalizing the partnership between the two parties;
 - b) Acceptance of both sides on international standards regarding CEFE;
 - c) Exchange of relevant information, such as upcoming projects, impact assessment, references, expertise;
 - d) Acquisition, development and execution of CEFE based projects;
 - e) Qualification of CEFE trainers under international standards;

- f) Advancement the CEFE methodology within the partner's CEFE network;
- g) Usage of this MOU by the partners to prove their relationship and to refer to the experiences, references and capacities of the other party.

2.2. The above goals will be accomplished by undertaking the following activities:

2.2.1. Fundación Trabajo para un Hermano de Concepción will provide CEFE International with following information in the coming three months:

- h) References list;
- i) Relevant CVs of experts;
- j) Two relevant services offered by Fundación Trabajo para un Hermano de Concepción, described within the product sheet template;
- k) Company profile as given by CEFE International.

2.2.2. In turn, CEFE International will provide Fundación Trabajo para un Hermano de Concepción with following information within the coming three months after signing this MOU;

- l) CEFE International reference list;
- m) CEFE International partner logo;
- n) Provision of marketing information;
- o) List of products, including existing product sheets;
- p) Public announcement of new partnership.

2.3. Further, both parties agree to conduct at least one project together in the coming year. Therefore, acquisition from both sides will start immediately after above mentioned information has been exchanged. If after one year, no project was conducted a problem assessment has to be done by both parties to further improve collaboration or to adjourn the MOU for a certain time period.

3. Reporting

3.1. Fundación Trabajo para un Hermano de Concepción is committed to undertake a quick and simple impact assessment of its trainings and to share findings with CEFE International. A questionnaire and further documentation will be provided by CEFE International as guideline.

3.2. In turn, CEFE International will provide other impact assessment data provided by other CEFE communities, if available.

4. Certification

Fundación Trabajo para un Hermano de Concepción agrees on getting at least one CEFE trainer certified within its organization. If certification cannot be done due to missing observation / scoring, Fundación Trabajo para un Hermano de Concepción is requested to find an opportunity to send one CEFE International team member to a training to guarantee adequate certification. The process shall be completed within half a year.

5. Funding

This MOU is not supposed to generate any funding from one of the parties. It is rather targeting opportunity seeking for the conduction of joint projects.

6. Remuneration fee

Three different levels for project cooperation and consequently remuneration fee apply:

- a) One of the parties has gained a project partially based on the reference, competencies, expertise of the other party, without latter being directly involved in the project execution. In this case, the provision of this reference will be valued by up to 3% of the project budget for the passive partner. Details need to be negotiated case by case.
- b) One party will be subcontracted by another party. In this case, the subcontracted party will receive payment by daily fee rate as negotiated.
- c) The parties gained a project as consortium partners. In this case, the parties agree to implement a surplus-sharing finance arrangement for this programme. The pool from which the surplus shares will be distributed is independent of the management fee. For the management fee the leading consortium partner will keep 5% on all personnel fees.

7. Other agreements

- 7.1. For the signature of a binding contract with a third party, a related and detailed agreement about rights and obligations needs to be signed;
- 7.2. All disputes will be settled internally between the parties;
- 7.3. The MOU is governed by the laws of Germany;
- 7.4. Any change modification / amendment to this MOU shall be subject to a mutual written consent of the parties hereto;
- 7.5. Details of this and any subsequent agreements or project contracts shall be kept confidential between both parties.

8. Duration

This MOU is at-will and may be modified by mutual consent of authorized officials. It shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

- 8.1. The MOU has a duration of 2 years, with automatic silent extension of one year, until one of the parties declare the termination of the MOU;
- 8.2. The MOU can be otherwise terminated in writing
 - 8.2.1. Whenever an dispute settlement cannot be achieved internally within three months;
 - 8.2.2. Whenever one of the partners unilaterally declares the termination.

9. Contact Information

- 9.1. CEFE International GmbH

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9.2. Fundación Trabajo para un Hermano de Concepción

Partner representative: Erna Ugarte Romero
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A handwritten signature in blue ink, appearing to be "Erna Ugarte Romero".

Date: 12.01.2015

Erna Ugarte Romero
Directora Ejecutiva
Fundación Trabajo para un Hermano de Concepción



Date: 12.01.2015

Marlinde Elisabeth Baerenz
Managing Director
CEFE Internacional