

Strengthening capacities for energy efficiency in buildings in Latin America CEELA – Phase 1 (2020-2023)

Donation

Appear at the celebration of the present contract on the one hand, as Donor EBP Schweiz AG legally represented by Roger Walther, domiciled in Switzerland, and, on the other hand, as a Donee, the Public Enterprise of the University of Cuenca (UCUENCA EP), through its legal representative, General Manager Pablo Maldonado, both of them referred to as the Parties.

I. BACKGROUND.-

The Interdisciplinary Department of Space and Population of the University of Cuenca and COSUDE (Swiss Government) collaborate in the CEELA research project. The main object of the collaboration is to study the construction sector in Ecuador, with an emphasis on energy efficient buildings in warm and temperate climate zones. The process is guided by the 15 EECT principles developed by CEELA, and an extension of this approach to socio-cultural considerations in the construction sector is intended.

The first paragraph of article 31 of the Substitutive General Regulation For The Administration, Use, Management And Control Of Assets And Inventories Of The Public Sector of Ecuador states: "The acquisition or lease of assets of all the entities and organizations indicated in article 1 of this Regulation, will be carried out on the basis of the provisions of the Organic Law of the National System of Public Hiring, its general regulations and other legal provisions on the matter, assets may be acquired by donation or inheritance in accordance with the provisions of the Codification of the Civil Code or by other means indicated by the laws and these Regulations".

Article 77 *ibidem* prescribes: "Acts of transfer of ownership of goods. - Between the entities or organizations indicated in article 1 of this Regulation or these with private sector institutions that carry

out social work or non-profit charitable works, the following acts of transfer of ownership of goods may be carried out, mainly: auction, sale, free transfer, donation, exchange and scrapping”;

The second paragraph of article 159 *ibidem* prescribes: "When two different legal entities are involved, there will be no transfer but a donation and in this event there will be a transfer of ownership that will be subject to the rules established for this type of contract."

Article 12 literal s) of the Statute Of Constitution, Organization And Functioning of the Public Enterprise of the University of Cuenca - UCUENCA EP, determines: "In addition to the powers contemplated in the Organic Law of Public Businesses, the duties of the Board of Directors are: s) Authorize whoever exercises the General Management the transfer under any title of the movable and immovable property, as well as the constitution of encumbrances or limitations to the right of ownership of the assets of the Company in accordance with the law".

II. PURPOSE OF THE DONATION AGREEMENT

With the background exposed, Roger Walther, legal representative of EBP Schweiz AG, donates free and irrevocable in favor of the Public Company of the University of Cuenca (UCUENCA EP) through its legal representative Pablo Maldonado, the amount of TWENTY THOUSAND SWISS FRANCS (CHF 20,000 inc VAT), value that will be transferred in dollars according to the currency exchange value in force at the time of the transfer.

The donated value will be used to meet the following milestones:

1. The work plan will be coordinated with and approved by CEELA (May, 2022).
2. Evaluation of at least five local materials used in traditional architecture. Life Cycle Inventories will be elaborated for the selected materials according to ecoinvent criteria. CEELA will coordinate data quality requirements with ecoinvent, and transfer this knowledge to the party. (October, 2022).
3. Define the content of short videos related to style and building materials in warm weather zones.
4. Preliminary results of the study will be presented during approximately two hours in an international seminar to be implemented in Cuenca (May 12 - 13, 2022). This seminar will take place at the University of Azuay, and is organized by the CEES (Ecuadorian Council for Sustainable Building) and CEELA.
5. A one-day workshop in a Leadership Training Course in Cali / Bogotá, Colombia is organized for August / September 2022. In the morning, a theoretical section includes international perspectives about embodied energy in building materials, as well as intermediate results of material evaluations, building styles and socio-cultural aspects. In the afternoon, the workshops and case studies will deepen learning experiences and will allow interactive exchanges with participants of CEELA's member countries.
6. Documentation of study results (November 30, 2022). The format of the documentation is open; it can be presented as a written report, didactic script, or in digital form such as a website.
7. Organize a three-day international event in the city of Cuenca (digital course / on-site course), in which the results of the study will be presented to the participants of the CEELA countries and to the general public. The event will include the 15 building principles of CEELA (November 30, 2022).
8. The results will be communicated and presented in public events, as well as in other capacity building events within CEELA (August 30, 2023).

The Donor shall carry out project management and overall project supervision.

III. AMOUNT

With the exposed background, the Donor, transfers the domain and gives as a donation, in perpetual sale and irrevocably in favor of the Donee, the amount of TWENTY THOUSAND SWISS FRANCS (CHF 20,000 inc VAT) value that will be transferred in dollars according to the currency exchange value in force at the time of the transfer.

The sum will be transferred in three disbursements: first payment: 60% will be transferred after signature of this agreement; second payment: 30% will be transferred after the approval of the milestones: Selection methodology developed, List of materials identified, Methodology development for environmental evaluation of materials (ecoinvent criteria), Ethnographic methodology development for analysis of local building techniques and third payment: 10% after the approval of the milestones of December 31, 2022.

The sum owed by the Donor to the Donee under this donation shall be paid to the following account:

Beneficiary's Name:	Banco central del Ecuador, please mention this additional information: Con posterior crédito a la cuenta No. 3330027 denominada CCU EP DE ADMINISTRACION Y GESTION PROYECTOS INVESTIGACIÓN UNIVERSIDAD DE CUENCA .
Beneficiary's Address:	Cuenca: Agustín Cueva Vallejo 3-035
Beneficiary's Account (IBAN, SWIFT):	Swift: BCENECEQ
Account Number	101602
Beneficiary's Bank (name and address):	FONDO LATINOAMERICANO DE RESERVAS, Swift (FLAR): FLARCOBB, Street 84 A No 12-18 floor 7 Bogotá-Colombia
Intermediary bank	BANK OF AMERICA NEW YORK, Swift (Bank of América): BOFAUS3N
Account Number	6550139851

IV. COMMUNICATIONS

All communications between the parties shall be made in written form including the version of the document and the date of elaboration.

The following persons are the main contacts of each party and shall always be included in every communication:

Donor

EBP (Schweiz) AG
Roger Walther
Tel. +4144 395 12 13
roger.walther@ebp.ch

Donee

Public Enterprise of the University of Cuenca

Any change to the information provided in this list of contacts must be informed within five (5) working days to the respective party and will be effective as soon as the other party confirms the reception of the information.

V. ADMINISTRATOR OF THE CONTRACT

To ensure the correct execution of this legal instrument, the Public Enterprise of the University of Cuenca appoints as administrator to Paúl Vanegas Peña; and, by EBP (Schweiz) AG (Roger Walther, Partner, EBP). All communications between the parties shall also be sent to the following emails:

-Paúl Vanegas Peña: paul.vanegas@ucuenca.edu.ec

-Roger Walther: roger.walther@ebp.ch

VI. GOVERNING LAW

The law governing this donation is the law of Switzerland. The place of jurisdiction is Zurich, Switzerland.

VII. SETTLEMENTS OF DISPUTES

All disputes shall be mutually discussed between the parties and possibly settled amicably.

VIII. CONFIDENTIALITY

The Donee hereby undertakes to consider all information and documents handed over during and after the project as confidential and not to use them for purposes other than the implementation of the present project. This does not apply to information and documents that are either:

- Publicly available
- Transferred to the donee by a third party not directly involved in the contract
- Obviously known by the donee before entering into this contractual agreement

IX. ANTI-CORRUPTION

The Parties shall neither offer a third person nor seek, accept or promise directly or indirectly for itself or for any other party any gift or benefit which would or could be construed as an illegal or corrupt practice. In case of any such action the contract will be terminated immediately.

X. DECLARATION

The Donor declares that he transfers to the Donee the amount of money specified, free of any encumbrance or limitation, and if they exist, they must be cleared according to the legal mandate agreed by the parties.

XI. EXPENSES

If there are expenses demanded by this instrument, they will be the financial responsibility of the Donee.

XII. ANNEXES

- Documents that certify the quality of those appearing.
- Concept note


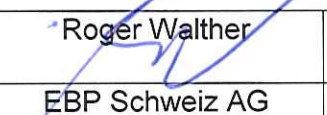

XIII. ACCEPTANCE.

The Donee, through its legal representative, accepts this donation in each and every one of the stated parties and expresses the testimony of its gratitude to the Donor, who, through the General Manager, is notified with this acceptance.

Consequently, the parties ratify and expressly accept everything specified in this contract.

XIV. SIGNATURES

Signed in three (3) copies, of equal tenor and legal value on May 11, 2022



Pablo Maldonado	Roger Walther	Maria Augusta Hermida
UCUENCA EP	EBP Schweiz AG	Honorable witness

