

## MEMORANDUM OF UNDERSTANDING

### Between:

The Focusing Institute - TFI, a Not-For-Profit 501C3 Organization established on February 1987, with Federal Identification Number 36-3425089, with headquarters in New York, United States of America

### And:

El Fideicomiso Ecuatoriano de Cooperación para el Desarrollo - FECD, a private, legally incorporated Ecuadorian entity established through a Deed of Trust on December 2005, with taxpayer's I.D. No 1792013836001, with headquarters in Quito, Ecuador

The parties to this Memorandum of Understanding (MoU) agree to the following:

### Article 1: Purpose and Scope of the Application

The purpose of this MoU is the diffusion of the Focusing practice and experience in the geographic zones and human groups with whom FECD is involved, in particular, and in the world in general.

The specific objectives of the MoU are as follows:

- a. Disseminate the practice of Focusing in the rural zones of Ecuador in which FECD works, as well to those individuals who, either independently or through institutions, collaborate with FECD in any part of the world.
- b. Present joint proposals to fund training, promotion, dissemination and Focusing practice activities in Ecuador and in the world.
- c. Consolidate the practice of Focusing in the FECD team, as well as teams, leaders and field promoters that may act as disseminators in the diffusion of this experience.

### Article 2: Terms and Provisions

In order to achieve the objectives proposed, the parties agree to assume the following individual and/or joint responsibilities:

- a. FECD shall support TFI in the search for funding sources to undertake training, promotion, diffusion and Focusing practice activities.
- b. The TFI and FECD shall share with each other any public Focusing related materials including new conceptual developments, as well as all types of information related to Focusing and the related application experiences. Each party shall retain ownership of whatever materials that each produce.
- c. TFI and FECD shall provide mutual support in the participation of the two entities in interchange, training and/or diffusion of Focusing events throughout the world, without this implying any financial commitment on any party. By support we mean technical assistance, intellectual and experiential knowledge.
- d. TFI shall support FECD by providing ongoing coaching to its teams of coworkers, field teams, leaders and promoters on matters related to Focusing.
- e. FECD shall cover all the training expenses described in the previous paragraph (d), with the respective amounts to be decided in each case through an interchange of communications

- between the parties' legal representatives. This does not include any teaching fees or any other kind of honorarium. Any such fees or honorariums will either be donated or funded by TFI.
- f. FECD shall make an initial contribution of US\$10,000 (Ten thousand United States Dollars) to cover the expenses of the TFI related to the preparation and diffusion of training materials, texts, documents, logistics, and institutional know-how, related to the purposes described on this Memorandum of Understanding as well as other TFI projects that also contribute to the same end.

### Article 3: Duration and period

This MoU is effective for a six-year period as of the date of signing and may be renewed indefinitely for periods of one year by means of an interchange of communications between the parties.

### Article 4: Future cooperation

The present MoU describes the general conditions and arrangements for future cooperation between the parties. It is not legally binding on the parties. The exact terms and conditions of this future cooperation will be negotiated in due course and laid down in a contract, should circumstances permit.

By signing this agreement neither party is giving up any of their rights nor entering into any exclusive agreement, *as June 4th.*

MARION N. HENDRICKS  
Director

For and on behalf of  
**The Focusing Institute**

Date: *Marion Hendricks*

EUGENE T. GENDLIN  
President

For and on behalf of  
**The Focusing Institute**

Date: *E. Gendlin*

MELINDA DARER  
Managing Director

For and on behalf of  
**The Focusing Institute**

Date: *Melinda Darer*

WILLIAM H. HERNÁNDEZ P.  
Executive Director, Attorney-in-Fact

For and on behalf of  
**Fideicomiso Ecuatoriano de Cooperación  
Para el Desarrollo - FECD**

Date: *W. Hernandez*