



Universidad de las Fuerzas Armadas - ESPE
Túnel Principal Universidad de las Fuerzas Armadas-ESPE, ,
Sangolquí
Quito Pichincha 171103
Ecuador

Verónica Reina
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QUOTE #Q-25046
Order Date 10/4/2025

AMOUNT DUE TOTAL \$76,515.63 Excl. VAT
Quote valid for 30 days

Product	Discount %	List Price	Discount Amount	Amount
QS Stars - Standard - 5 years QS Stars Subscription - Year 1 of 5	20%	\$17,309.25	\$3,461.85	\$13,847.40
QS Stars - Standard - 5 years QS Stars Subscription - Year 2 of 5	20%	\$18,174.71	\$3,634.94	\$14,539.77
QS Stars - Standard - 5 years QS Stars Subscription - Year 3 of 5	20%	\$19,083.45	\$3,816.69	\$15,266.76
QS Stars - Standard - 5 years QS Stars Subscription - Year 4 of 5	20%	\$20,037.62	\$4,007.52	\$16,030.10
QS Stars - Standard - 5 years QS Stars Subscription - Year 5 of 5	20%	\$21,039.50	\$4,207.90	\$16,831.60
Total				\$76,515.63

Invoiced annually. Net 30. Full payment in advance optional upon request. Implementation starts immediately, with results delivery subject to first payment. Local taxes/fees not included. Invoiced from abroad in USD.

Facturación anual. Plazo de pago: 30 días netos. Pago total por adelantado opcional previa solicitud. La implementación comienza de inmediato, y la entrega de resultados está sujeta al primer pago. Impuestos/tasas locales no incluidos. Facturado desde el extranjero en USD.

This Quote is issued in accordance with the General Agreement agreed between the Customer and QS Quacquarelli Symonds Ltd and the Customer understands and agrees that it is subject to the following terms and conditions

- General Terms and Conditions (applicable to all QS Services and Products)
<https://www.qs.com/qs-customer-contract-terms-and-conditions/>
- QS Stars Terms
https://www.qs.com/terms_conditions/qs-stars-terms/

The following variations apply. In the event of any conflict or ambiguity the order of precedence shall be: this quote; the QS service specific terms and conditions; the general terms and conditions.

In the General Agreement clause 3 the word "indefinitely" shall be replaced with "for 5 years".

In the General Agreement clauses 8 and 9 and the QS General Terms and Conditions clauses 25 and 26 all wording to be deleted and replaced with "intentionally blank"

In the QS Stars Terms clause 2.1 the words "and thereafter will automatically renew for each Subsequent Term" shall be deleted.



QS GENERAL AGREEMENT

This Agreement is dated 11/9/2025

- (1) Universidad de las Fuerzas Armadas ESPE incorporated and registered in Ecuador whose registered office is at
Universidad de las Fuerzas Armadas - ESPE
Túnel Principal Universidad de las Fuerzas Armadas-ESPE, ,
Sangolquí
Quito Pichincha 171103
Ecuador (**Customer**). and
- (2) QS Quacquarelli Symonds Limited incorporated and registered in England and Wales with company number 02563879 whose registered office is at 1 Tranley Mews, Fleet Road, London, UK, NW3 2DG (**QS**).

BACKGROUND

- (A) QS and its Affiliates are in the business of providing the Services.
- (B) The Customer wishes to appoint QS and its Affiliates to provide some or all of the Available Services to it under this General Agreement (**Agreement**).
- (C) When a Customer requests services from QS or any of its Affiliates, and QS or its Affiliate is able to provide such services, the relevant parties will enter into a separate Order in accordance with this Agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Agreement Commencement Date: the date of execution of this Agreement.

Order: an agreement for the provision of Services by QS Affiliate to the Customer agreed in accordance with clause 2 (Order process).

QS Affiliate(s): QS and/or any Affiliate of QS.

Services: the services to be provided by QS Affiliate pursuant to an Order .

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement or any Order.
- 1.3 The General Terms and Conditions and the Terms and Conditions relevant to the specific QS Services being purchased form part of this Agreement and shall have effect as if set out in full in the body of this Agreement, and any reference to this Agreement includes reference to those terms and conditions. These can all be found at <https://www.qs.com/qs-customer-contract-terms-and-conditions/> In the event of any conflict between the terms they shall have the following order of precedence: this General Agreement, any Order, Service specific Terms and Conditions, General Terms and Conditions.

2. Order Process



- 2.1 This Agreement governs the overall relationship of the parties in relation to the Services provided by QS Affiliates to the Customer. This clause sets out the procedure for the Customer to request the provision of Services from QS Affiliates under separate Orders. For the avoidance of doubt, entering this Agreement does not oblige the Customer to offer any work to QS, and does not oblige QS to provide or the Customer to accept or pay for any particular QS services.
- 2.2 The Customer shall be entitled from time to time to request in writing the provision of any or all of the Services from QS Affiliates by way of an Order.
- 2.3 An Order shall not enter into force, be legally binding or have any other effect unless:
- (a) the Order has been signed by the authorised representatives of the Customer; and
 - (b) as at the date the Order is signed, this Agreement has not been terminated.
- 2.4 Each Order :
- (a) shall be entered into by the Customer and QS Affiliate; and
 - (b) forms a separate contract; and
 - (c) Shall be subject to the General Terms and Conditions and the Terms and Conditions applicable to the specific QS Service being purchased. These can all be found at <https://www.qs.com/qs-customer-contract-terms-and-conditions/>. A contract formed on the basis of an Order referencing this Agreement is governed only by those terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any purchase order or other such document from the Customer is intended for the Customer's own administrative purposes only.

3. Commencement and duration

This Agreement shall commence on the Agreement Commencement Date and shall continue indefinitely, unless terminated earlier in accordance with clause 4 (Termination).

4. Termination

- 4.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (c) the other party becomes insolvent;
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement and any Order is in jeopardy.
- 4.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement on giving not less than three months' written notice to the other, such notice to expire on or after the first anniversary of the Agreement Commencement Date.

5. Survival

- 5.1 On termination of this Agreement, howsoever arising, each Order then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Order, unless terminated earlier in accordance with the terms of such Order.
- 5.2 The termination of any Order shall not affect any other Orders or this Agreement.



5.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

6. Entire agreement

6.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement

7. Counterparts

7.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7.2 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

8. Governing law

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

The Agreement has been entered into on the date stated at the beginning of it. Signed by an authorised signatory for and on behalf of Universidad de las Fuerzas Armadas ESPE

Signed

Print Name

Job Title

Date

Signed by an authorised signatory for and on behalf of QS Quacquarelli Symonds Limited

Signed 

Print Name Jessica Turner

Job Title Chief Executive Officer.