



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD DE CHILE
AND
FUDAN UNIVERSITY**

Memorandum of Understanding, hereinafter, "Agreement" and/or "Memorandum", entered into on the one hand by **Universidad de Chile**, with address at Av. Libertador Bernardo O'Higgins 1058, Santiago, Chile, represented in this act by its Rector, Prof. Rosa Devés Alessandri, and on the other hand, the **Fudan University**, with address at 220 Handan Road, Shanghai, China, represented by its President JIN Li, who will jointly be referred to as the "Parties" and/or the "Institutions", in accordance with the following clauses:

First: Object

The purpose of this Agreement is to encourage and promote cooperation between the Parties, to jointly undertake academic, scientific and cultural activities in areas of common interest.

Second: Scope

To fulfill the purpose of this Agreement, the Parties agree to carry out activities such as those listed below:

- Mobility of undergraduate and postgraduate students;
- Faculty and staff mobility;
- Exchange of academic materials and other information;
- Joint research and publication activities;
- Joint curriculum development projects;
- Co-supervision of doctoral theses;
- Participation in symposiums and academic meetings;
- Short-term academic programs;
- Online education programs and activities.





Third: Specific Agreements

For the execution of the activities referred to in the preceding Clause, the Parties will enter into Specific Collaboration Agreements, in order to define the scope and specifications of the commitments that each of them will have. Those who have sufficient powers to commit them will sign the Specific Agreements.

Fourth: Validity

This Memorandum of Understanding will enter into force as of the last date of signature of the authorized representatives of both Institutions and will remain in force for a period of five (5) years. Thereafter, it may be renewed for an additional period of five (5) years by mutual written agreement of the Parties.

Either Institution may terminate this Agreement early, without expression of cause, by giving written notice six (6) months prior to the expiration date. In the case of early termination, the Parties will take the necessary measures to avoid damages to themselves and to third parties, with the understanding that the actions or activities already started must continue until their due conclusion.

Any notification must be addressed as follows:

Universidad de Chile

Office of International Affairs (DRI)

Director

Av. Diagonal Paraguay 265 Of. 1703

Santiago, Chile 8330015

secretaria.rii@uchile.cl

+562 29782251

Fudan University

Office of Global Partnerships

Director

Prof. LU Lian

220 Handan Road

Shanghai, China, 200433





Fifth: Modifications

This agreement may be modified or added by the will of the Parties, by signing the respective Modifying Agreement; Said modifications or additions will be made by mutual agreement between the Institutions and will bind the signatories from the date of their signature.

Sixth: Interpretation and dispute resolution

This agreement is the product of good faith, which is why conflicts that may arise in terms of its interpretation, formalization and compliance, will be resolved by mutual agreement between the Parties.

Seventh: Force Majeure

The Parties will not be responsible for damages that could be caused as a consequence of a fortuitous event or force majeure, particularly due to the stoppage of academic or administrative work, in the understanding that, once these events have been overcome, activities will be resumed in the manner and terms that determined by both Parties. A force majeure event includes a national emergency, war, prohibitive government regulations, labor disputes, floods, terrorism, riots, or any other cause beyond the reasonable control of the Parties.

Eighth: Gender Violence

The parties declare to know and accept the internal regulations on sexual harassment, violence and gender discrimination in the academic environment of the University of Chile, expressed, particularly, in its University Policy to Prevent Sexual Harassment at the University of Chile (2017), and its models, in its Student Regulations (D.U. N°007586, of 1993), its Student Disciplinary Jurisdiction Regulations (D.U. N°0026685, of 2019) and its Protocol of Action in the event of Complaints of Sexual Harassment, Gender Violence, Workplace Harassment and Arbitrary Discrimination (D.U. N°0026723, de 2024), instruments that are permanently available on the following institutional website: <https://direcciondegenero.uchile.cl/repositorio/>.

Ninth: Data protection and transparency

All documents and information exchanged between the Parties in connection with this MoU or any subsequent agreements shall be treated as confidential ("Confidential Information"). Such information may only be used for the purposes for which it was shared and shall not be disclosed to any third party without the prior written consent of the disclosing Party.

Neither Party will be in breach of confidentiality obligations if the information:

1. Was known to the Party before receipt and not bound by any confidentiality obligations.
2. Becomes publicly available without breach of this MoU.





3. Is obtained from a third party without breach of confidentiality.
4. Is independently developed by the receiving Party.
5. Is required to be disclosed by law, regulation, or court order, provided that the disclosing Party is notified promptly.
6. Is approved for release in writing by the disclosing Party.

In the execution of this MoU, both Parties agree to comply with the data protection and privacy regulations in their respective countries, including but not limited to:

- China: Compliance with the "Personal Information Protection Law (PIPL)" and related regulations on the collection, use, and disclosure of personal and sensitive data.
- Chile: Adherence to Article 19 N°4 of the Political Constitution, Law No. 19.628 on the protection of private life, and Law No. 20.575 establishing the principle of purpose in personal data processing.

Both Parties commit to safeguarding the confidentiality of any personal or sensitive data accessed under this agreement, ensuring its use is limited to the purposes outlined. The Parties further undertake to comply with relevant national regulations, such as Chile's Law No. 20.285 on access to public information, while upholding the confidentiality of shared information.

Tenth: Industrial Property

With respect to the matter concerning industrial property and considering that this is a scientific collaboration agreement, it is convenient to establish that the parties with respect to all products, services, intellectual creations and other works originating or resulting from or on the occasion, directly or indirectly, of the Agreement, shall be the property of the party that has developed them, and shall grant the corresponding recognition to those who have intervened. In this sense, they may not be reproduced, replicated or used for other activities unrelated to the purposes of the same, stressing that the parties shall retain all their rights over their names, trademarks, logos, databases and other assets protected by the current legislation, and any use of them must be expressly authorized by the other party.

Eleventh: Official Versions

In witness whereof, the Parties have signed this Agreement in (2) two copies in English, all versions being equally valid:





On behalf of **UNIVERSIDAD DE CHILE**

On behalf of **FUDAN UNIVERSITY**

Prof. Rosa Devés Alessandrini

Prof. JIN Li

Rectora

President

Rosa Devés Alessandrini



Jin Li

Place and date: **19 DIC 2024**

Place and date: **2024-11-28**

