

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD DE CHILE
AND
SICHUAN UNIVERSITY

This **Memorandum of Understanding** (hereinafter referred to as the "Agreement" and/or the "Memorandum") is entered into by and between **Universidad de Chile**, located at Av. Libertador Bernardo O'Higgins 1058, Santiago, Chile, represented herein by its Rector, Prof. Rosa Devés Alessandri and **Sichuan University**, located at #24 South Section 1, Yihuan Road, Chengdu, Sichuan, 610065, P.R. China, represented herein by its President, Prof. Wang Jinsong. The above entities shall hereinafter be collectively 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

In order to fulfill the purpose of this Agreement, the Parties agree to carry out activities such as:

- Mobility of undergraduate and graduate students;
- Mobility of faculty and administrative staff;
- Exchange of academic materials and other information;
- Joint research and publication activities;
- Joint curriculum development projects;
- Co-supervision of doctoral theses;
- Participation in symposia and academic conferences;
- Short-term academic programs;
- Online education activities and programs

Third: Specific Agreements

For the execution of the activities referred to in the previous Clause, the Parties shall enter into Specific Collaboration Agreements to define the scope and specifications of the commitments of each Party. The Specific Agreements shall be signed by individuals who have sufficient authority to bind their respective Institutions.

Fourth: Validity

This Memorandum of Understanding shall enter into force on the last date of signature by the authorized representatives of both Institutions and shall remain in effect 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 of the Institutions may terminate this Agreement early by giving written notice at least six (6) months prior to the expiration date. In the event of early termination, the Parties shall take the necessary measures to prevent damages to themselves or third parties, with the understanding that any actions or activities already initiated shall continue until their proper conclusion.

Any notifications under this Agreement shall be addressed as follows:

Universidad de Chile

Office of International Relations (DRI)

Director

Of. Diagonal Paraguay 265 Of. 1703

Santiago, Chile 8330015

secretaria.rrii@uchile.cl

+56 2 29782251

Sichuan University

Directorate of International Relations

#24 South Section1, Yihuan Road, Chengdu, Sichuan, 610065, P.R. China

international@scu.edu.cn

+86 02885403116



Fifth: Modifications

This Agreement may be modified or amended at the discretion of the Parties, by signing the respective Amending Agreement. Any modifications or additions shall be made by mutual agreement between the Institutions and shall be binding on the signatories from the date of their signature.

Sixth: Interpretation and Dispute Resolution

This Agreement is the result of good faith and mutual collaboration. Any conflicts that may arise regarding its interpretation, formalization, or compliance shall be resolved by mutual agreement between the Parties.

Seventh: Force majeure

The Parties shall not be held liable for damages resulting from a fortuitous event or force majeure, particularly in the case of suspension of academic or administrative activities. Once these events have been resolved, activities will be resumed in the manner and terms agreed upon by both Parties. A force majeure event includes, but is not limited to, national emergencies, 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 acknowledge and accept the internal regulations of Universidad de Chile regarding sexual harassment, violence and gender discrimination in the academic environment. These are outlined in the University's Policy to Prevent Sexual Harassment (2017), its models, the Student Regulations (D.U. No 007586, 1993), the Regulations of Student Disciplinary Jurisdiction (D.U. No 0026685, 2019), and the Protocol for Action in the Face of Complaints of Sexual Harassment, Gender Violence, Workplace Harassment, and Arbitrary Discrimination (D.U. No. 0026723, 2024). These documents are permanently available on the following institutional website: <https://direcciondegenero.uchile.cl/repositorio/>.

The Parties further declare that they are aware of and accept the relevant regulations of the Regulation for the Management of Students in Regular Institutions of Higher Learning (Feb. 2017), and the Disciplinary Sanctions for Students of Sichuan University (Aug. 2017).

Ninth: Data Protection and Transparency

The parties undertake to protect the confidentiality of any personal and sensitive data to which they may have access by virtue of this Agreement. Such data shall be used only for the purposes established therein, and each Party shall be fully responsible for complying with the applicable laws





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and rules regarding the processing of personal and sensitive data. In particular, these include Article 19 No. 4 of the Political Constitution of the Republic of Chile, Law No. 19,628, on the protection of private life, and Law No. 20,575, which establishes the principle of purpose in the personal data processing and the relative rules and provisions of the Personal Information Protection Law of the People's Republic of China (Nov. 2021).

In this regard, the Parties acknowledge that the Agreement and all documents and information shared by one Party to the other, whether directly or indirectly linked to the commitments made, shall be treated as confidential. Such information may not be used for purposes other than those for which it was shared, nor disclosed to any third party without the prior consent of the Parties, except as required by Law No. 20,285 on access to public information or any other applicable legal or regulatory provisions.

Tenth: Industrial Property

With regard to industrial property, and given that this is also a scientific collaboration agreement, it is agreed that all products, services, intellectual creations, and other works originating from or resulting, directly or indirectly, from the Agreement, shall be the property of the Party that developed them. The appropriate recognition must be given to those involved in their creation. In this regard, these works may not be reproduced, replicated, or used for purposes unrelated to the objectives of the Agreement. Furthermore, the Parties shall retain all rights over their names, trademarks, logos, databases, and other assets protected by current legislation. Any use of such assets by the other Party must be expressly authorized in writing.

Eleventh: Official Versions

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

On behalf of **UNIVERSIDAD DE CHILE**

On behalf of **SICHUAN UNIVERSITY**


Prof. Rosa Devés Alessandri
Rector



Date: 13 DIC 2024

Prof. Wang Jinsong
President

13 DIC 2024

Date:

