

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**UNIVERSIDAD DE
CHILE**

AND

**WASEDA
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 Waseda University, with address at Totsukamachi 1-104, Shinjuku-ku, Tokyo, Japan, represented by its President Dr. Aiji Tanaka, 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 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

Waseda University

International Office, International Affairs Division

1-7-14 Nishiwaseda, Shinjuku-ku,

Tokyo 169-0051 JAPAN

intl-ac@list.waseda.jp

+81-3-6380-2874

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: Official Versions

In witness whereof, the Parties have signed this Agreement in (2) two copies in English:

Ninth: Confidential Information

1. Each party hereto shall keep strictly confidential any information that was specified as confidential and disclosed by the other party in the form of documents, information or goods, whether given orally, in writing, by electronic media or any other means. The parties hereto shall not use any confidential information for any purpose other than that of the MOU. Neither of the parties hereto shall disclose nor divulge such information to any third party without the prior consent of the other party. In the event a party discloses the above-described documentation and information, etc. to the other party in a form other than in writing, such disclosing party shall notify the other party of the confidentiality within seven (7) days following the disclosure.
2. Notwithstanding the preceding paragraph, the confidentiality obligations provided for in the preceding paragraph shall not apply to the party receiving such information if such information falls under any of the following:



UNIVERSIDAD
DE CHILE



WASEDA University

(1) the information was already in the possession of the receiving party at the time of the disclosure thereof by the other party;

(2) the information was publicly known at the time of the disclosure thereof by the other party;

(3) the information entered the public domain after the disclosure thereof through no fault of the receiving party; and

(4) the information was properly obtained from a third party acting with authorization or consent of the disclosing party without being under any confidentiality obligations.

3. The provisions of the preceding two paragraphs shall survive any expiration or termination of the MOU.

On behalf of **UNIVERSIDAD DE CHILE**

On behalf of **WASEDA UNIVERSITY**

Prof. Rosa Devés Alessandri

Rectora

Rosa Devés



Aiji Tanaka

President

Aiji Tanaka

Place and date:

Santiago, Chile

September 29, 2023

Place and date:

Tokyo, Japan

September 15, 2023