



UNIVERSIDAD  
DE CHILE



中国科学技术大学  
University of Science and Technology of China

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

UNIVERSIDAD DE CHILE

### AND

UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA

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 University of Science and Technology of China, with address at 96 Jinzhai Road, Hefei, Anhui 230026, China, represented by its President, Prof. Chang Jin, 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.





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### **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 (including industrial property issues) 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

University of Science and Technology of China

Office of International Cooperation (OIC)

Director

96 Jinzhai Road, Hefei, Anhui 230026, P.R. China

oic@ustc.edu.cn

+86-63602849





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#### **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 and Disciplinary Sanctions**

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°0019942, of 2019), instruments that are permanently available on the following institutional website: <https://direcciondegenero.uchile.cl/repositorio/>.

The parties declare to know and accept the Chinese law and the internal regulations on Disciplinary Sanctions in the academic environment of USTC, expressed, particularly, Regulations by USTC for safety of international students, Rules for Implementation of the Regulations by USTC on the Student Disciplinary Sanctions, in accordance with relevant rules and regulations that are permanently available on the following institutional website: [https://ic.ustc.edu.cn/en/v7info.php?Nav\\_x=28](https://ic.ustc.edu.cn/en/v7info.php?Nav_x=28).

The parties acknowledge that no rules could be in conflict with the laws of neither Chile nor China.

Any future revisions to the Policies shall only apply to this Agreement after mutual written confirmation. In the absence of such confirmation, the original policies shall remain in effect.





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For complaints related to sexual harassment, gender violence, or discrimination, the parties shall establish a joint working group to resolve disputes through consultation, avoiding unilateral actions.

#### **Ninth: Data protection and transparency**

The parties undertake to safeguard the confidentiality of the personal data and sensitive data to which they may have access by virtue of the Agreement to be entered into, limiting its use to the purposes set forth therein, and that each party shall be responsible for fully complying with the regulations currently in force regarding the processing of personal data and sensitive data. Especially, in Chile, it includes those contained in Article 19 N°4 of the Political Constitution of the Republic of Chile; in Law N° 19.628, on the protection of private life; and Law No. 20,575, which establishes the principle of purpose in the processing of personal data. In China, it includes Personal Information Protection Law of the People's Republic of China and Data Security Law of the People's Republic of China.

In the same sense, it is hereby stated that the agreement and all documents and information shared by one party to the other, directly or indirectly related to the commitment, shall be treated as confidential information, which may not be used except for the purposes for which it has been shared and may not be disclosed to any other person without prior agreement of the parties, without prejudice to due compliance with the requirements arising from laws in Chile and China, on access to public information, or other legal or regulatory provisions applicable to the species.

#### **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: Settlement of disputes**

The parties state that this MOU is based on good faith and that they will make every effort to duly comply with it. In case of disagreement regarding the interpretation and fulfillment of this agreement, the parties will try to resolve it by mutual agreement, in good faith and putting their best efforts into it, which must ensure the continuity of the agreement through proposals for a friendly solution to the conflicts. In case of not reaching a resolution, by mutual agreement they will terminate this agreement.





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This agreement is governed by the law of both Chile and China. Disputes arising under or in connection with this agreement shall be solved with mutual discussions. In case no settlement can be reached through consultation within 60 calendar days after one party has requested entering into friendly negotiations on the same dispute by respective written notice to the other party, the dispute shall be submitted to Shanghai International Arbitration Centre for arbitration.

#### Twelfth: Official Versions

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

On behalf of **UNIVERSIDAD DE CHILE**

Prof. Rosa Devés Alessandri  
Rectora



Rosa Noemi  
Deves Alessandri  
4.775.065-2  
29/04/2025 - 09:57  
UNIVERSIDAD  
DE CHILE  
ESTE DOCUMENTO CONTIENE FIRMA ELECTRÓNICA AVANZADA  
<https://ceropapel.uchile.cl/validacion/verificador>  
CV: gxipo38aeydr7addkcb3mry1a

Place and date:

On behalf of the **UNIVERSITY OF SCIENCE  
AND TECHNOLOGY OF CHINA**

Prof. Chang Jin  
President

Place and date: 2025.07.10





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