

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD DE CHILE
AND
NORTH-WEST 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 North-West University, with address at 11 Hoffman Street, Potchefstroom, 2531, South Africa, represented by its Principal and Vice-Chancellor, Professor Bismark Tyobeka, 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.rrii@uchile.cl

+562 29782251

North-West University

Global Engagement

Director

20 Hoffman Street

Potchefstroom 2531, South Africa

Shernice.Soobramoney@nwu.ac.za

+27 182992960



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

Ninth: Data protection and transparency

The parties undertake to safeguard the confidentiality of the personal data and sensitive data to which they may eventually have access by virtue of the Agreement to be signed, limiting its use to the purposes established therein, and that each party shall be responsible for full compliance with the regulations currently in force regarding the processing of personal data and sensitive data, especially those contained in Article 19 N°4 of the Political Constitution of the Republic of Chile; in Law No. 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 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 only be used 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 Law No. 20.285, 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: Official Versions

In witness whereof, the Parties have signed this Agreement in (4) four copies, 2 (two) in Spanish and 2 (two) in English, all versions being equally valid:

On behalf of **UNIVERSIDAD DE CHILE**

On behalf of **NORTH-WEST UNIVERSITY**

Prof. Rosa Devés Alessandri

Prof. Jeffrey Mphahlele

Rectora

Deputy Vice-Chancellor: Research and
Innovation

Place and date:

Place and date:

