

REPÚBLICA DE CHILE
UNIVERSIDAD DE SANTIAGO DE CHILE
VICERRECTORÍA DE INVESTIGACIÓN, DESARROLLO E INNOVACIÓN

APRUEBA CONVENIO DE PROYECTO ENTRE
EMBO GLOBAL INVESTIGATOR Y
UNIVERSIDAD DE SANTIAGO DE CHILE

SANTIAGO, 06/07/21 - 4209

VISTOS: El DFL N° 149 de 1981, del Ministerio de Educación; la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Ley 19.880 que “Establece Bases de los Procedimientos Administrativos que rigen los actos de los órganos de la Administración del Estado; el Decreto N° 241 de 2018, del Ministerio de Educación que dispone el nombramiento del Rector de la Universidad de Santiago de Chile; y las Resoluciones N°s 6 y 7 de 2019 de la Contraloría General de la República.

CONSIDERANDO:

a. Que, la Universidad de Santiago de Chile tiene dentro de sus fines contribuir a la formación integral de las personas y que, en el cumplimiento de sus funciones, debe atender adecuadamente los intereses y necesidades del país, al más alto nivel de excelencia; y, en este entendido, unos de sus objetivos estratégicos es desarrollar investigación, desarrollo e innovación de base tecnológica.

b. Que, en virtud de lo anterior, el académico de la Universidad de Santiago de Chile, Dr. Francisco Cubillos Riffo, se adjudicó en la Organización Europea de Biología Molecular (EMBO) un puesto en su Red de Investigadores Globales para la generación de un proyecto de creación de redes, el que tendrá una duración de cuatro años a partir del 01 de enero de 2021.

c. Que, por lo anterior, la Universidad de Santiago de Chile suscribió un Convenio de Proyecto con EMBO, para que esta última transfiera anualmente a la Usach los montos correspondientes a la participación del académico de la Universidad en el Proyecto.

d. Que, se requiere el acto administrativo aprobatorio del Convenio suscrito.

RESUELVO:

1.- **APRUÉBASE** el Convenio de Proyecto celebrado entre la Universidad de Santiago de Chile y la Organización Europea de Biología Molecular (EMBO), cuyo texto es el siguiente:

Grant Agreement

between EMBO, an association established under Swiss law, Tax Nr. 32489/47785, having its administrative office at Meyerhofstrasse 1, 69117 Heidelberg, Germany, (hereinafter referred to as "EMBO"); and

Universidad de Santiago de Chile, a Chilean legal person under public law, having its registered office at Alameda 3363, Santiago, Chile, with its executing organizational unit: Facultad de Química y Biología, Las Sophoras 175, Santiago, Chile (hereinafter referred to as "The Host Institution")

both hereinafter referred to jointly or individually as the "Parties" or "Party".

Whereas, the awardee Francisco Cubillos Rizzo (henceforth "The Global Investigator") has applied to join the EMBO Global Investigator Network (GIN 4792-2020) and has been selected by the EMBO Global Investigator Network Committee based on criteria of scientific excellence. As a member of the programme, with welcome letter attached, The Global Investigator will receive an annual grant for networking activities (henceforth "The Grant") for four years from 1 January 2021 to 31 December 2024.

Whereas, EMBO will transfer the amounts designated in The Grant to The Host Institution in order to cover the costs of networking activities performed by The Global Investigator from 1 January 2021 to 31 December 2024.

The Parties agree as follows:

1 Scope

1.1 EMBO will transfer to The Host Institution account the amounts designated in The Grant on an annual basis beginning in 2021, provided that The Global Investigator has completed a compulsory research integrity training and submitted the reports on the networking activities performed the previous year to the EMBO Global Activities office. Other than The Grant, there is no contractual relationship, explicit or implied, between EMBO and The Global Investigator. The amounts will be designated as a grant to The Global Investigator and paid to:

Account holder: UNIVERSIDAD DE SANTIAGO DE CHILE
RUT: 60.911.000-7
Account number: 5070-354215-8 (dollar account)
Swift: BSCHCLRM
Bank: Banco Santander
Bank address: Bandera 140, Santiago, Chile

1.2 EMBO will transfer the designated amounts to The Host Institution, which in turn will make them available to The Global Investigator to cover the expenses of any of the networking activities listed in provision 1.4.

1.3 The amount per installment is up to EUR 7,000 (seven thousand euros). This amount may vary in case the installment has not been fully spent the previous year. EMBO requests a short report on how the funds were spent by 31 January the following year. Upon receipt of the

report, EMBO will transfer the corresponding amount to complete a total of EUR 7,000 (seven thousand euros) available to The Global Investigator for that year's networking activities.

- 1.4 The Global Investigator can use The Grant to cover travel, accommodation and other expenses for:
- o Visiting other research institutions to give a scientific seminar or to plan or continue a collaboration;
 - o Inviting researchers to give a scientific lecture at The Host Institution;
 - o Sending group members to another laboratory to carry out experiments or learn a technique;
 - o Organising joint group meetings with other laboratories in the same country;
 - o Attending or organising regional or international (online) scientific meetings;
 - o A lab retreat;
 - o Covering fees for publications in EMBO Press journals;
 - o Childcare support when attending conferences;
 - o Manuscript editing services;
 - o (Online) vocational training.

These activities and their conditions are detailed in the Global Investigator Network Programme Guide and are subject to change.

- 1.5 EMBO's payments to The Host Institution are a grant towards the costs of The Global Investigator's networking activities. The Grant shall be used solely and in full for this purpose. It shall not be used to cover overheads, administrative costs, salaries, research expenses or in general any expenses other than the list in provision 1.4. In case the final installment has not been fully spent by the last year of The Global Investigator's membership, the Host Institution shall return the remaining funds to EMBO.
- 1.6 The Global Investigator must seek approval from EMBO prior to any activity to be paid for by the grant to ensure that the conditions are met. By 31 January of the following year, The Global Investigator shall send the corresponding final reports and associated costs that have been covered by the grant.
- 1.7 This agreement becomes effective when both Parties have signed it. It terminates automatically once the last payment financed by the last installment of the grant has been received by The Global Investigator.
- 1.8 The present agreement terminates automatically in case the employment relationship between The Global Investigator and The Host Institution is terminated before the originally agreed termination date. The Host Institution shall inform EMBO in case of an early termination of the employment contract with The Global Investigator and return the part of The Grant not used according to the financial statement described in provision 1.5.

2 Place of jurisdiction, applicable law

- 2.1 The exclusive place of jurisdiction for any and all disputes arising from and in connection with this agreement is the court competent for civil or commercial matters in Heidelberg, Germany. The agreement is governed by German law, excluding its conflict of laws rules.

3 Miscellaneous

- 3.1 This agreement and any rights and obligations arising from this agreement may not be assigned or transferred to third parties without the consent of the other Party.
- 3.2 This agreement shall constitute the entire agreement between the Parties regarding the object of the agreement. There are no supplementary arrangements.
- 3.3 Any changes or amendments of this agreement must be made in writing in order to take effect. This shall also apply to any waiver of this requirement of written form.
- 3.4 Should individual provisions of this agreement be or become invalid or void, this shall not affect the validity of the remaining provisions. The invalid or void provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the original intent of the Parties.
- 3.5 This agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Parties.

4 Signatures

EMBO

Universidad de Santiago de Chile



Gerlind Wallon, PhD
Deputy Director
Head, EMBO Young Investigator Network

Dra. Maria Jose Galotto
Vicerrectora de Investigación, Desarrollo e
Innovación

Date: December 11, 2020

Date: December 22, 2020

2.- **IMPÚTESE** los egresos e ingresos del cumplimiento del convenio al Centro de Costos CC 11, Proyecto PS 1395, cuenta corriente N° 740030846-7 del Banco Santander.

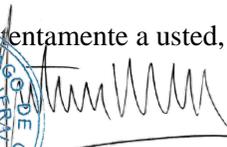
3.- **PUBLÍQUESE** la presente resolución, una vez totalmente tramitada, en el sitio electrónico de la Universidad, específicamente en el banner “Actos y Resoluciones con efecto sobre terceros”, a objeto de dar cumplimiento a lo previsto en el artículo 7° de la Ley N°20.285 sobre Acceso a la Información Pública y en el artículo 51 de su Reglamento.

ANÓTESE Y COMUNÍQUESE,

DR. JUAN MANUEL ZOLEZZI CID – RECTOR

Lo que transcribo a usted para su conocimiento.

Saluda atentamente a usted,


GUSTAVO ROBLES LABARCA
SECRETARIO GENERAL

JMZ//GRL//AJT//fvg.

1.-Rectoría

1. Prorectoría

1.- Vicerrectoría de Investigación, Desarrollo e Innovación

1.- Contraloría Universitaria

1.- Oficina de Partes

2.- Archivo Central