

REPÚBLICA DE CHILE
UNIVERSIDAD DE SANTIAGO DE CHILE
DEPARTAMENTO DE RELACIONES INTERUNIVERSITARIAS E
INTERNACIONALES

**APRUEBA CONVENIO ENTRE LA UNIVERSIDAD DE
SANTIAGO DE CHILE Y MC MASTER UNIVERSITY,
CANADA.**

SANTIAGO, 12/03/2021 - 760

VISTOS: El DFL N° 149 de 1981 del Ministerio de Educación y
la Resolución N°6 y N°7 de 2019 de la Contraloría General de la República.

CONSIDERANDO:

La importancia para la Universidad de Santiago de Chile de
promover la cooperación académica e interinstitucional e internacional y fomentar las relaciones bilaterales de carácter
académico.

RESUELVO:

APRUEBESE el convenio, suscrito entre la Universidad de
Santiago de Chile y MC MASTER UNIVERSITY, Canadá, con fecha 30 de julio de 2020 y cuyo texto es el siguiente:

***Memorandum of Understanding on
Research & Academic Cooperation***

Between

***McMaster University
Hamilton, Ontario,***

Canada And

***Universidad de Santiago de Chile
Santiago. Chile***

Concerning Research and Academic Cooperation between McMaster University and Universidad de Santiago de Chile.

McMaster University and Universidad de Santiago de Chile desire to collaborate and strengthen academic and R&D cooperation between their respective institutions based on the principles of mutual benefit;

***Have agreed as
follows:***

Article 1

The objective of the cooperation between ***McMaster University*** and ***Universidad de Santiago de Chile*** is to promote academic collaboration for research, community and skills development, experiential education, and innovative product development for global markets.

Article 2

Cooperation in strategic areas in the fields of Engineering and Science and other applicable areas will be directed towards the following activities:

- a) jointly explore the development of innovative research projects;
- b) jointly explore the identification of jointly supervised Ph.D. students (co-tutelle model);
- c) jointly explore the placement of international research internships;
- d) explore the potential to apply relevant academic and scientific information;
- e) jointly explore the development of advanced skills and applied field training programs;
- f) jointly explore the development of broad industry based training programs;
- g) facilitate the placement of industry based research internships;
- h) facilitate the development of a mentorship program with McMaster faculty and Universidad de Santiago de Chile
- i) other activities which can facilitate the development of new discoveries leading to commercialization in Canada, Chile, and other regions of the world.

Article 3

Each collaborative initiative will be the subject of a specific project agreement describing the activities, structure, program, all fees, investments and other information as well as experience to be exchanged and setting forth details related to administration, operation and funding. Appropriate institutional approval will be sought for research and program development and implementation. All policies and procedures within each institution, including any Ministerial and accreditation approval will be sought and followed.

The parties intend that any agreement for academic cooperation in relation to specific program activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties. Except for the obligations under Article 6, this Memorandum of Understanding on Research and Academic Cooperation does not give rise to any contractual relationship between the parties itself, or create any legal obligations on either party, including an obligation to enter into a formal and separate agreement at any time.

Article 4

This Memorandum of Understanding on Research and Academic Cooperation will be implemented within the framework of the legal and administrative conditions to which the respective institutions are subject.

Article 5

To administer and facilitate this cooperation, each party will designate an appropriate office to coordinate activities resulting from this cooperation.

For *Universidad de Santiago de Chile*

Erick Saavedra

Director

Department of Civil

Engineering Phone: (562)

2718-004

Email: erick.saavedra@usach.cl

Anoek Van den Berg

Director
Department of International Relations (DRII)
Phone: (562) 2718-0044
Email: anoek.vandenberg@usach.cl

For McMaster University

Wael W. El-Dakhkhni, Ph.D., P.E., P.Eng., F.ASCE

Professor & University Scholar,
Department of Civil Engineering & School of Computational Science & Engineering Director, NSERC-
CREATE on Canadian Nuclear Energy Infrastructure Resilience under Systemic Risk (CaNRisk-
CREATE);
Director, McMaster Institute for Multi-hazard Systemic Risk Studies (INTERFACE);
Director, The INViSiONLab

phone: (905) 525-9140 x 26109
cell: (905) 929-1912
email: eldak@mcmaster.ca

Ni Jadon

Senior Project Manager / International Liaison Officer
Office of International Affairs
McMaster University
Alumni Memorial Hall Room 203
1280 Main Street West
Hamilton, Ontario,
Canada L8S 4K1

Tel: (905) 525-9140 ext. 24616
Email: jadon@mcmaster.ca

Article 6

1. Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this MOU shall remain the property of that Party. However, that Party shall indemnify that the intellectual property right has not resulted from the infringement of any third party's legitimate rights. Further, that Party shall be liable for any claim made by any third Party on the ownership and legality of the use of the intellectual property right which is brought in by the aforementioned Party for the implementation of the cooperation activities under this MOU.
2. Any Intellectual Property Right, data and information resulting from research activities conducted under this MOU shall be jointly owned by the two Parties, and both Parties shall be allowed to use such property for non-commercial purposes free of royalty. Should the intellectual property right, data and information resulting from the cooperation activities under this MOU be used for commercial purpose by one Party, the other Party shall be entitled to the royalties obtained from the exploitation of such property on the basis of the principle of equitable contribution. In such a case, the object of the research activities conducted shall constitute a part of the contribution of the Party from which the object derives.
3. If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.

Article 7

The Parties are obliged to keep all confidential data and facts, which are made available to the other Party in the course of the development of this collaboration and related activities strictly confidential. This also applies for a period of three years after the finalization of the respective activity.

Article 8

The people involved in this MOU will be subject to the internal regulations of their institution, without implying, under any circumstances, labour relation with the host university. The selection of people to be transferred from one university to the other will be carried out according to the regulations of the home university, without detriment of the acceptance by the host University.

Article 9

Differences arising out of the interpretation on the implementation of the MOU shall be settled amicably by consultation or negotiation between the Parties.

Article 10

Either party shall be entitled to obtain such publicity as it considers necessary relating to the subject matter provided that any press releases and other material (including electronic) shall be approved as to form and content by both parties in writing. At McMaster University the Office of International Affairs will seek this approval according to policy and procedures of McMaster University. McMaster University's name and logo may not be used without the written permission from McMaster University. Similarly, Universidad de Santiago de Chile's name and logo may not be used without their written permission.

Article 11

This MOU will remain in force for five (5) years and will become effective upon the date of signature by duly authorized representatives of both parties. The terms of the MOU can be modified at any time by mutual agreement communicated in writing.

The legal representation of Dr. Juan Manuel Zolezzi Cid, Rector of the University of Santiago de Chile, is set out in the Supreme Decree (ruling) of Education N° 241 of August, 9, 2018.

DONE in Hamilton on May 1st, 2020, in four (4) originals in the English language.

For Universidad de Santiago de Chile

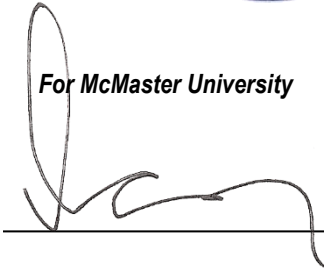


Dr. Juan Manuel Zolezzi Cid
Rector

July 30th, 2020

Date

For McMaster University



May 19th, 2020

Date

Dr. Peter Mascher
Vice Provost, International Affairs



May 20th, 2020

Date

Dr. David Farrar
President and Vice-Chancellor

ANÓTESE Y COMUNÍQUESE,

Dr. JUAN MANUEL ZOLEZZI CID, Rector

Lo que transcribo a usted para su conocimiento.

Para usted,


GUSTAVO ROBLES LABARCA
SECRETARIO GENERAL

AB/GDLB/rma
IP 80288
DISTRIBUCIÓN:
1 Rectoría
1 Contraloría Universitaria
1 Secretaría General
1 Dirección de Relaciones Interuniversitarias e Internacionales
1 Oficina de Partes
1 Archivo Central