



## MEMORANDUM OF UNDERSTANDING BETWEEN

### Pontificia Universidad Católica de Chile, CHILE & California State University, Chico, USA

#### PURPOSE

California State University, Chico (Chico State) and Pontificia Universidad Católica de Chile (UC Chile) agree to pursue and promote cooperative activities to be conducted under the principles of equity and impartial mutual benefit in order to enhance international goodwill and understanding through cooperation between the two universities and to develop academic and cultural exchanges, research, and other activities to support the internationalization of their campuses and to enhance their contributions to the well-being of their respective communities.

Such activities may include programs offered at either university that are believed to be desirable and reasonable for the development of cooperation between the two institutions. However, any specific program or programs shall be subject to mutual consent, availability of funds, approval of both universities, and only executed after negotiation and approval by both parties. Such programs may include:

1. Study Abroad
2. Short-term education and culture programs;
3. Mutual exchange of students, faculty and/or staff;
4. Exchange of pedagogical and research information materials;
5. Collaborative degree programs and/or curriculum articulation;
6. Collaborative online international learning and/or other activities of mutual interest and benefit.

Any specific initiatives developed under this Memorandum of Understanding (MOU) shall be discussed and agreed upon in writing by both parties prior to initiation of any particular program or activity. Details of program content and financial arrangements shall be clearly outlined in a separate document signed by appropriate officials of both institutions after negotiation and approval by both parties.

#### DURATION

The term of this Agreement shall be five (5) years, beginning on the date of the last signature. At the end of the five-year period of this Agreement, the terms of renewal shall be discussed unless either Party desires that the agreement not be renewed. That Party shall forward a letter of non-renewal sixty (60) days prior to the date of expiration to the other Party. This Agreement may be terminated by UC Chile or Chico State at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice six (6) months in advance. This Agreement may be amended and supplemented by written agreement between the two institutions.

#### INDEMNIFICATION



1. California State University and Chico State shall defend, indemnify and hold harmless UC Chile and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Chico State, its officers, agents, or employees.

2. UC Chile shall defend, indemnify and hold harmless California State University and Chico State and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of UC Chile, its officers, agents, or employees.

## FINANCIAL CONSIDERATIONS

Nothing in this MOU will be interpreted as a commitment of funds or other resources by Chico State or UC Chile to support programs and activities resulting from this agreement. In the event that programs or exchanges are developed under this MOU, funding will be sought to finance the specific programs identified with the approval of Chico State and UC Chile.

## ADMINISTRATION

For Chico State, the AVP of International Education & Global Engagement will have primary responsibility for coordinating the implementation of the terms of this agreement, and will serve as the facilitator and point of contact for Chico State. For UC Chile, the Vice President for International Affairs will have primary responsibility for coordinating the implementation of the terms of this agreement, and will serve as the facilitator and point of contact for UC Chile.

## INTELLECTUAL PROPERTY

The parties recognize that this Agreement does not grant California State University, Chico or UC Chile any license of use or rights over the intellectual property of the other party. The use of trademarks and/or denominations representative of either party are strictly prohibited without the owner's express and written consent.

## LAW No.21,369 REGULATES SEXUAL HARASSMENT, VIOLENCE, AND GENDER DISCRIMINATION IN HIGHER EDUCATION

The Parties are aware that acts of sexual violence, including sexual harassment, violence and gender discrimination, are contrary to the principles and guidelines of the Pontificia Universidad Católica de Chile published and available at <https://secretariageneral.uc.cl/documento/violencia-sexual-violencia-y-discriminacion-de-genero>. The Parties agree that this clause is essential within the agreement and its breach provides grounds for the enforcement of the rules and procedures prescribed by the Pontificia Universidad Católica de Chile for such purposes.



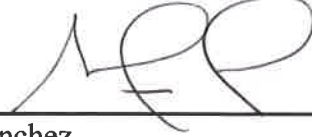
For California State University, Chico



Dr. Stephen Perez  
President

Date Jan 10, 2024

For Pontificia Universidad Católica de Chile



Dr. Ignacio Sánchez  
President

Date Dec 12th, 2023.

