



# COOPERATIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND PONTIFICIA UNIVERSIDAD CATÓLICA DE CHILE

#### Purpose

The purpose of this Memorandum of Understanding ("MOU"), effective as of the date of the last signature below (the Effective Date) is to promote international cooperation in fields of shared interest and expertise between the University of Florida Board of Trustees, a public body corporate of the State of Florida, on behalf of its Technical Representative, Dr. Bruce Schaffer, in the College of Agricultural and Life Sciences, located in Gainesville, Florida, United States of America, and the Pontificia Universidad Católica de Chile, on behalf of its Faculty of Agriculture and Natural Systems located in Santiago, Chile.

#### **Types of Cooperation**

Recognizing the importance of collaboration and the contributions to society made by institutions of higher education, the parties hereby express their interest in promoting mutually beneficial academic and scientific exchange between the faculties and students of the two institutions. Through this MOU, both parties agree to endeavor to promote such activities including, but not limited to, the following:

- Discussions of potential collaborative research;
- Opportunities for faculty development and exchange:
- Opportunities for student development and exchange;
- Exchange of academic publications and reports;
- Sharing of experiences in innovative teaching methods and course design; and
- Organization of joint symposia, workshops, and conferences.

This MOU is a statement of intent and does not create any legally binding obligations between the parties, nor does it place any financial obligations or supplementary funding commitments on either party. Each Party will bear its own costs and expenses, including travel expenses, incurred by it as a result of its obligations and efforts under this MOU. Specific activities that the parties desire to undertake, including if a party should decide to cover expenses, including travel, of the other Party, in connection with this MOU, shall require separate written agreements that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity.

#### **Terms**

This MOU is effective as of the Effective Date and shall remain valid for a period of three (3) years, with the understanding that it may be modified or extended only by a written document signed by the duly authorized representatives of both parties. Either party may terminate this MOU with advance written notice to the other party of at least thirty (30) days. The termination or expiration of this MOU will not terminate any separate project agreements then in effect, which will continue or be terminated in accordance with their terms. This MOU may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.

No party will have the right to use the name or logo of another party or its faculty, staff or students for any purpose without that party's prior written consent and other conditions attached to such consent. No publicity or advertisement regarding the objective or otherwise relating to this Memorandum shall be made without the prior approval of an authorized representative of each Party. However, nothing herein prevents either Party from disclosing the existence of this Memorandum, the general nature of the work, or the identity of the Parties.

The parties declare that they are aware that behaviours of sexual harassment, gender discrimination and gender violence are contrary to the principles that govern the partner Universities and, therefore, to this collaboration agreement.

For this reason, the parties undertake to comply with the regulatory provisions in force in their respective countries on gender equality, in particular "the Law No.21,369, which regulates sexual harassment, violence, and gender discrimination in higher education" for the Pontificia Universidad Católica de Chile and the corresponding United States Law for the University of Florida.

These regulations will be understood as an integral part of this agreement and its breach provides grounds for the enforcement of the rules and procedures prescribed by the respective party. The aforementioned regulations are available on the following webpages:

Pontificia Universidad Católica de Chile: https://secretariageneral.uc.cl/documento/violencia-sexual-violencia-y-discriminacion-de-genero

University of Florida: https://titleix.ufl.edu/about/laws-policies/

Rights in intellectual property, publication and data will not be addressed under this Memorandum. The Parties agree to enter into separate agreements should any work be contemplated that shares existing intellectual property or contemplates development of new intellectual property. Confidential information shall be exchanged only under the terms of a separate agreement. No confidential information shall be disclosed pursuant to this Memorandum.

Each Party represents and warrants, as of the date hereof, and for the term of this Memorandum that:

- a. it has all necessary power and authority to execute, deliver and perform its obligations under this Memorandum;
- b. the execution, delivery and performance by it of this Memorandum has been authorized by all necessary action on its part;
- c. it has obtained all licenses, authorizations, approvals, consents or permits required by applicable law to conduct its business generally and to perform its obligations under this Memorandum;
- d. it shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Memorandum. The disclosing party shall notify the receiving party before providing the receiving party with any export controlled information or materials; and
- e. it agrees to perform its obligations under this Memorandum in compliance with applicable laws, rules, regulations, accreditation standards, policies and procedures.

Each Party (including, if and as applicable, its members, trustees, directors, officers and employees) agrees that it will comply with all applicable U.S. and non-U.S. law anti-bribery measures, such as the Foreign Corrupt Practices Act (15 U.S.C. Sections 78 dd-1, et seq.). Neither Party will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.

This MOU is completed in English.

BOARD OF TRUSTEES	CATÓLICA DE CHILE	
Elizabeth Keeter	XXX	
Elizabeth Keeter Associate Director, Sponsored Programs	Prof. Ignacio Sánchez Díaz President	
Date:	Date:	

#### Acknowledgment by University of Florida Technical Representative to UF:

Should PONTIFICIA UNIVERSIDAD CATÓLICA DE CHILE wish to reimburse or directly pay for travel and related expenses necessary under this Memorandum, I shall only accept reimbursement for actual travel expenses in accordance with the University of Florida travel policy including reimbursement for only actual costs, request travel authorization, report time spent in travel appropriately on University effort reports, report appropriately if the travel meets thresholds in the University's Conflict of Interest policy, and report appropriately if the travel meets requirements of the Public Health Service Conflict of Interest thresholds.

By:	
•	Name: Bruce Schaffer
	UF Technical Representative
	Date:

# ATTACHMENT A: CONTACT INFORMATION ADJUNTO A: INFORMACIÓN DE CONTACTO

Any correspondence regarding this MOU shall be directed and sent to the appropriate contacts at each institution as set forth below:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES		
Administrative Management	Technical Management	
Stephanie Gray	Dr. Bruce Schaffer	
Division of Sponsored Programs	Professor	
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PONTIFICIA UNIVERSIDAD CATÓLICA DE CHILE		
Administrative Management	Academic Management	
Lilian Ferrer	Pilar Gil Montenegro	
Vice President for International Affairs	Director	
Office of Vice President for International Affairs	Department of Research and Innovation	
Avda. Libertador Bernardo O'Higgins 440, 10th	Faculty of Agriculture and Natural Systems	
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URL: <a href="https://internacionalizacion.uc.cl/">https://internacionalizacion.uc.cl/</a>	Phone: (56-2) 23544956	
	Email: pmgil@uc.cl	

### Certificado de firmas electrónicas:

## E1383EBE0-C708-4397-B4D4-5A42EBB3E78F



Firmado por	Firma electrónica
Elizabeth Keeter USA egraves@ufl.edu	GMT-03:00 Jueves, 04 Abril, 2024 16:11:04 Identificador único de firma:
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Bruce Schaffer	GMT-03:00 Jueves, 04 Abril, 2024 13:15:57
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Ignacio Sánchez Díaz	GMT-03:00 Jueves, 04 Abril, 2024 11:22:49
CHL <u>63702978</u>	Identificador único de firma:
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