

MEMORANDUM OF UNDERSTANDING

BETWEEN: UNIVERSIDAD DE CHILE, CHILE
AS REPRESENTED BY THE SCHOOL OF ECONOMICS AND
BUSINESS

AND: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA,
CANADA
AS REPRESENTED BY THE ALBERTA SCHOOL OF BUSINESS

WHEREAS the University of Alberta is a University continued pursuant to the terms of the *Post-Secondary Learning Act* and desires to enter into a cooperative relationship whereby there may be an exchange of ideas and /or people between the two parties;

WHEREAS Universidad de Chile is interested in renewing its collaboration and desires to enter into a cooperative relationship with University of Alberta whereby there may be an exchange of ideas and /or people between the two parties;

WHEREAS Universidad de Chile and the University of Alberta would like to cooperate with each other in areas including any program offered at either institution as felt desirable and feasible on either side and that both sides feel contribute to the fostering and development of the cooperative relationship between the two universities.

WHEREAS both institutions are autonomous, self-governing entities with the power to enter into agreements considered to be in their best interests and to advance their ability to achieve the requirements of their mission and mandate;

AND WHEREAS Universidad de Chile and the University of Alberta have agreed to enter into this non-binding memorandum of understanding (the "Memorandum") that enables them to work together in the pursuit of the objectives set out herein.

NOW THEREFORE this Memorandum sets out the intent of the working relationship between the parties as follows:

1. NATURE OF THE MEMORANDUM

- 1.1. This Memorandum establishes the framework by which the parties will work together in an effort to foster and develop a cooperative relationship between the two Universities through the activities listed above in a

manner that is consistent with the mandates, policies, priorities, and resources of each party and which is in accordance with the *Post-Secondary Learning Act*.

- 1.2. Except for the provisions herein dealing with confidentiality, privacy, and the issuance of press releases or public statements this Memorandum does not create any legally binding obligation on the part of the parties but contemplates further legally binding agreement(s) being considered.
- 1.3. Specific terms of collaborative activities shall be agreed to by the two Universities in an agreement (the "Agreement") which shall be made pursuant to this Memorandum in the form of an appendix thereto for the limited purpose of the particular activity addressed in that Agreement. If the Agreement is expected to include collaborative research, issues such as confidential information, intellectual property and publication rights shall be addressed in the Agreement.

2. OBJECTIVES

- 2.1. The general intent of this Memorandum is to establish a framework through which the parties to this Memorandum can foster and develop a relationship between the Parties through such activities as:
 - a. Mobility of faculty and/or staff;
 - b. Mobility of graduate and / or undergraduate students;
 - c. Joint research activities and publications;
 - d. Participation in seminars and academic meetings;
 - e. Exchange of academic materials and other information; and
 - f. Special short-term academic programs.

3. COLLABORATIVE PROJECTS

All student programming agreements between the parties would conform with this Memorandum and be approved by the Provost and Vice-President (Academic), University of Alberta, or designate, and the President, Universidad de Chile, or designate.

4. COSTS AND EXPENSES

Each party shall bear its own costs and expenses arising from this Memorandum unless otherwise mutually arranged and agreed to.

5. TERM

- 5.1. This Memorandum shall become of force and effect from the date on which the document has been endorsed by both Universities, or from the date on which the last University endorses the Memorandum,



and shall continue in effect for a period of three (3) years from the date of this Memorandum of Understanding or until terminated by mutual agreement or pursuant to S. 5.2.

- 5.2. Either party may terminate this Memorandum on twelve (12) months written notice to the other party.
5.3. This Memorandum of Understanding may be amended or extended by the mutual written consent of the two parties.

6. NOTICES

All notices to be given pursuant to this Memorandum shall be sent in writing to the following individuals:

for Universidad de Chile
Prof. Erich Spencer
Director of International Affairs
Diagonal Paraguay 257, Of. 1103
Santiago, Chile
56 -02-978-3366
56-02- 222-0639
espencer@fen.uchile.cl

for the University of Alberta
Dr. Edy Wong
Associate Dean, International
3-21 B Business Bldg. U of A,
Edmonton, AB, Canada, T6G 2R6
780-492-8137
780-492-0280
edy@ualberta.ca

Notice shall be deemed to be received on the date of by hand or transmitted by facsimile.

7. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (ALBERTA)

The parties at all times agree to comply with the applicable provisions of the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIPP"), as amended. For further information about FOIPP see <http://www.ipu.ualberta.ca>

8. CONFIDENTIALITY


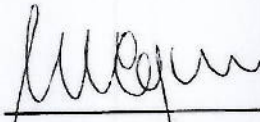
Each party acknowledges that it may come into possession of confidential information of the other party. Accordingly, each party agrees that it will only use such confidential information for the purposes contemplated in this Agreement and that it will not, without the prior, written consent of the other party, disclose to any third party such confidential information. For the purposes of this Agreement, "confidential information" shall not include information that was already in the public domain, information that comes into the public domain through no act of the receiving party or information that is required to be disclosed under any applicable law or by order of a court.



In WITNESS WHEREOF the parties have caused this Memorandum to be executed on the dates indicated below.

for Universidad de Chile

for the Governors of the University of Alberta



Dr. Manuel Agosin
Dean of the School of Economics and
Business
Universidad de Chile



Dr. Carl G Amrhein
Provost and Vice-President (Academic)
University of Alberta

September 7, 2011

Date
Santiago, Chile

APR 28 2011

Date
Edmonton, Canada

