

D.J. (1070)

SANTIAGO, 20 OCTUBRE 2023

RESOLUCION Nº 04237 EXENTA

VISTOS: lo dispuesto en la Ley Nº 19.239; en el D.S. Nº 86 de 2021 y en la letra d) del artículo 11 y el artículo 12 del D.F.L. Nº 2 de 1994, ambos del Ministerio de Educación; en la Resolución Exenta Nº 125 de 14 de octubre de 2020 y su modificación; lo solicitado por el Director de Asuntos Nacionales e Internacionales mediante correo electrónico de fecha 19 de octubre de 2023; y

CONSIDERANDO:

1. Que con fecha 28 de agosto de 2023 se suscribió el Acuerdo de Investigador entre el Departamento de Ciencias Agrícolas y Alimentarias (DISTAL) Studiorum Università di BOLONIA - ITALIA y la Universidad Tecnológica Metropolitana.
2. Que por razones de funcionamiento administrativo externo a nuestra Institución, no se dictó oportunamente la resolución del Convenio.
3. Que en ese contexto, se hace necesario aprobar el Acuerdo suscrito entre las partes mediante el acto administrativo correspondiente, por tanto

RESUELVO:

Apruébense el Acuerdo de Investigador entre el **DEPARTMENT OF AGRICULTURAL AND FOOD SCIENCES (DISTAL) STUDIORUM-UNIVERSITÀ DI BOLONIA - ITALIA** y la **UNIVERSIDAD TECNOLÓGICA METROPOLITANA**, con fecha 28 de agosto de 2023, cuyo texto es el siguiente:

VISITING RESEARCHER AGREEMENT

Alma Mater Studiorum-Università di Bologna, with registered office in Bologna (Italy), at Via Zamboni n. 33, Tax Registration No. 80007010376, acting through the duly authorized Prof. Rosalba Lanciotti, director of the Department of Agricultural and Food Sciences (DISTAL), based in Bologna (Italy), at Viale Fanin 44, hereinafter referred to as "Unibo Department" or "Unibo"

AND

Universidad Tecnológica Metropolitana with registered office Dieciocho 161, Santiago Chile, acting through the duly authorized Rectora Marisol Durán Santis, hereinafter referred to as "UTEM", hereinafter individually or collectively also referred to as the "Party" or the "Parties"

WHEREAS

- *the Visiting student CARLOS ENRIQUE ALBURQUENQUE GARRIDO from Biotechnology Engineering, Department of Basic Sciences, Math and Environment, in the framework of the "BECA SANTANDER MOVILIDAD INTERNACIONAL PREGRADO 2023" will be participating in a research project concerning Molecular Characterization of Chilean and Italian Isolates of Pear Decline Phytoplasma at department of Agricultural and Food Sciences (DISTAL) and/or using funds, facilities or other resources provided by or through Department of Agricultural and Food Sciences (DISTAL), including the Department laboratories, under the supervision of*

Prof. Assunta Bertaccini, as scientific responsible for the Activities at Department DISTAL ("Scientific Responsible"),

- *for the Purpose, the Visiting Student shall have access to confidential information of Unibo.*

THEREFORE, *the Parties hereby agree on the following*

1. Unibo Department obligations

- (a) *During the Visiting Period, as defined below, the DISTAL Department shall make the laboratories, equipment and resources necessary for the Activities available to the Visiting Student, for the Purpose, under specific indications and the supervision of the Scientific Responsible.*

2. Visiting Ph,D obligations

The Visiting Student:

- (a) *accepts, while being at DISTAL Department premises, to be subject to the DISTAL Department administrative control and technical supervision and to observe all rules, regulations procedures and requirements of the DISTAL Department applicable to its employees and collaborators, including but not limited to safety, health, hours of work, and conduct.*
- (b) *declares that on the Effective date is not bound by any agreement conflicting with the terms of this Agreement and will not during the period of validity of this Agreement and after, make with any third party any agreement that conflicts or reasonably could be construed as conflicting with the terms of this Agreement.*
- (c) *accepts to be bound by and to comply with DISTAL research policies, as they may be amended from time to time and made available by Unibo.*
- (d) *agrees to report to the Scientific Responsible any invention potentially patentable and to the Scientific Responsible any result deriving from the Activities.*

3. Confidential Information

- (a) *In the course of the Activities, the Visiting Student may acquire knowledge of or be exposed to information that is proprietary or confidential to Unibo and/or its personnel (the "Confidential Information"). This Confidential Information may consist of unpublished results, know-how, non- patentable information, patentable or other written or orally information transmitted to the Visiting Student.*
- (b) *The Visiting Student agrees to protect any such Confidential Information, regardless of how it shall come into the Visiting Student's possession, to prevent the unauthorized use, dissemination or publication of the Confidential Information, by using the same degree of care as would be used to protect Unibo confidential information of a like nature.*
- (c) *The Visiting Student may disclose Confidential Information to University of Unibo and co-workers only and only as is necessary in relation to the Activities, provided that only that portion of the Confidential Information is provided that is relevant to the Activity. In this case, Unibo will be responsible for the protection of the Confidential Information by its co-workers.*
- (d) *This Agreement imposes no obligation upon the Visiting Student with respect to Confidential Information which (a) was in the Visiting Student 's possession prior*



to the visit; (b) is or becomes a matter of public knowledge through no fault of the Visiting Student; or (c) is rightfully received by the Visiting Student from a third party without a duty of confidentiality.

(e) The timing, extent and content of all publications regarding the results of the Activities under this Agreement shall be agreed between the Parties.

4. Financial provisions

(a) Sending Institute agrees to pay € 0,00 to DISTAL Department as bench fee upon provision of fee invoice from C.E.R.T.E. Institute, to cover all direct and indirect costs incurred by the Visiting Student during the Visiting Research Period.

(b) The Sending institute is responsible for covering the travel and accommodation costs of the Visiting Student. The Sending institute is responsible of ensuring that the Visiting Student is owning, on his/her own expenses, a valid Insurance covering prior to departure.

(c) The Sending Institute is responsible of indemnify any damage caused by Visiting Student, as long as this damage is directly connected with the execution of Visiting Researcher Agreement and the damage be direct result of Student's guilt or negligence. In that case, the Sending Institute will claim the amount disbursed to Visiting Student. The abovementioned rules will not apply to the damage caused by officers, employees or agents of Unibo. In addition, the abovementioned rules will not apply to the damage caused by Visiting Student, when the damage isn't related to Visiting Researcher Agreement.

5. Intellectual Property

(a) All intellectual property rights (including, without limitation, inventions, patents, know-how, data, computer software, and copyright works) deriving from the Activities will be jointly owned by the Parties.

(b) Intellectual property rights owned by a Party before acceding to the present Agreement shall remain the property of the owning Party.

6. Applicable law and settlement of disputes

The parties agree to submit any controversy to direct negotiations, applying general principles of law, like good faith, equality, territoriality, reciprocity and any other that could be applied, in accordance with public international law.

7. General provisions

(a) The visit, and the term of this Agreement, shall commence on the date of the last signature and shall terminate on 29/02/2024 ("Visiting Period"). Either Party may terminate this Agreement sooner upon thirty (30) days written notice. The Unibo Department may terminate this Agreement immediately upon written notice if the Visiting Student fails to comply with Unibo policies and procedures.

(b) Any amendment to this Agreement shall be subjected to a specific, written and mutual agreement.

(c) The parties agree to respect gender equality and prevent facts that may be gender violence, in the execution of the present Agreement.

FDO.: MARISOL PAMELA DURÁN SANTIS, Rectora, Universidad Tecnológica Metropolitana y Prof. Rosalba Lanciotti Director

**OF THE DEPARTMENT OF AGRO-FOOD SCIENCE AND TECHNOLOGY -
DISTAL**

Regístrese y comuníquese.

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Ernesto
Torres
Alcayaga

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UNIVERSIDAD TECNOLÓGICA
METROPOLITANA

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DOCUMENTO TOTALMENTE
TRAMITADO

DISTRIBUCION:

Vicerrectoría Académica
Vicerrectoría de Transferencia Tecnológica y Extensión
Vicerrectoría de Administración y Finanzas
Vicerrectoría de Investigación y Postgrado
Contraloría Interna
Dirección General de Análisis Institucional y Desarrollo Estratégico
Secretaría General
Dirección Jurídica
Dirección de Asuntos Nacionales e Internacionales
Facultad de Administración y Economía
Facultad de Ciencias de la Construcción y Ordenamiento Territorial
Facultad de Ciencias Naturales, Matemáticas y del Medio Ambiente
Facultad de Humanidades y Tecnologías de la Comunicación Social
Facultad De Ingeniería

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