

D.J. (331)

SANTIAGO, 10 MAYO 2022

RESOLUCION Nº 01243 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 02212 de 14 de octubre de 2020 y su modificación; lo solicitado por el Director de Asuntos Nacionales e Internacionales mediante Memoranda Nº 62 de 2020 y Nº 59 de 2022; en comunicación electrónica de fecha 5 de mayo de 2022; y

CONSIDERANDO:

1.- Que con fecha 3 de diciembre de 2020 se suscribió un Memorandum of Understanding entre la Universidad de Edimburgo y la Universidad Tecnológica Metropolitana, siendo requerido por el Sub Jefe Proyecto Ingeniería 2030 Sra. Marisol Osorio Ramírez.

2.- Que por razones de funcionamiento administrativo externo a nuestra Institución, no se dictó oportunamente la resolución del Memorandum of Understanding.

3.- Que en ese contexto se hace necesario aprobar el Memorandum of Understanding, suscrito entre las partes mediante el acto administrativo correspondiente,

RESUELVO:

Apruébense el Memorandum of Understanding entre la **UNIVERSIDAD EDIMBURGO** y la **UNIVERSIDAD TECNOLÓGICA METROPOLITANA**, con fecha 3 de diciembre de 2020, cuyo texto es el siguiente:

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

UNIVERSIDAD TECNOLÓGICA METROPOLITANA, it declared at law Nº 19.239 of Chilean Ministry of Education in 1993 represented by Luis Pinto Faverio (Rector), ID 3.486.394-6, whose address is 161 Dieciocho st., Santiago de Chile

Background

This Memorandum of Understanding sets out the understanding of each party in relation to collaborative activities between them.

1 Areas of Collaboration

1.1 The parties intend to promote co-operation in teaching, research and service to the community by working together on activities and projects where there is alignment of strategy and objectives.

2 Principles of collaboration

2.1 The principles the parties will follow when working together are:

- to collaborate and co-operate and be open with each other;
- to share information, experience and skills, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;
- to comply with all applicable laws and best practice.

3 Status

3.1 This Memorandum is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clauses 4 to 8 below shall be binding. If any dispute does arise, this Memorandum shall be governed by and construed in accordance with the laws of Scotland and each party submits to the exclusive jurisdiction of the Scottish courts.

3.2 It is the intention that a formal, legally binding agreement is entered into between the parties to govern arrangements between them in respect of each specific activity and project.

4 Costs

4.1 Each party shall each bear its own costs and expenses in fulfilling this Memorandum.

5 Information sharing and confidentiality

5.1 Each party shall keep secret all confidential information belonging to the other party which is shared between them and all shared information shall only be used for the purpose of fulfilling this Memorandum. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other authority to disclose.

5.2 Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other (including branding and logo) without that other party's prior written consent.

6 Intellectual Property

6.1 Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a party providing it to the other before, on or after the date of this Memorandum shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this Memorandum shall vest in the party which created them (or whose employee created them).

7 Regulatory

7.1 Neither party will treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.

7.2 Each party will comply with all applicable laws and regulation relating to anti-bribery and anticorruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other party (if notified to it) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom.

8 Term

8.1 This Memorandum shall be effective for a period of three (3) years from the date of final signature.

8.2 The parties agree that this Memorandum and any arrangements anticipated by it may be terminated by one party giving the other party 6 months' notice in writing or by giving immediate notice in writing where the party giving the notice considers, acting reasonably, that any action or omission of the other party adversely affects the good reputation of the party giving such notice.

Hay tres firmas correspondientes del Profesor James Smith de la Universidad de Edimburgo y de don LUIS LEONIDAS PINTO FAVERIO, Rector de la Universidad Tecnológica Metropolitana.

Regístrese y comuníquese.

Mario Ernesto Torres Alcayaga
Firmado digitalmente por Mario Ernesto Torres Alcayaga
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MARISOL PAMELA DURAN SANTIS
Firmado digitalmente por MARISOL PAMELA DURAN SANTIS
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UNIVERSIDAD TECNOLÓGICA METROPOLITANA
DOCUMENTO TOTALMENTE TRAMITADO

- DISTRIBUCION:**
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Vicerrectoría de Transferencia Tecnológica y Extensión
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Sub Jefa Proyecto Ingeniería 2030 Sra. Marisol Osorio Ramírez

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