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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**PONTIFICIA UNIVERSIDAD CATOLICA DE VALPARAISO, PUCV, CHILE**

**AND**

**BAR ILAN UNIVERSITY, ISRAEL**

This Memorandum of Understanding, hereinafter MOU, is signed by Bar-Ilan University, represented by its Vice President for Research Prof. Benjamin Ehrenberg, in Ramat Gan 52900, Israel, hereinafter Bar-Ilán and Pontificia Universidad Católica de Valparaíso, represented by its rector Prof. Claudio Elórtegui Raffo, national identify card N° 4.563.420-5, both domiciled at Avenida Brasil 2950, Valparaíso, Chile, hereinafter PUCV. Particularly, between Bar-Ilan School of Social Work and the PUCV School of Psychology.

RECOGNIZING the mutual interest in the fields of education, research, training and development, and dissemination of knowledge and also,

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration and increased contribution to social development,

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following here under.

**ARTICLE I: SCOPE OF THE COLLABORATION**

The general purpose of this MOU is to facilitate academic and research cooperation between the parties here under based upon the principles of mutual benefit and may include the following general areas of cooperation:

**GENERAL AREAS OF COOPERATION**

- 1.1 Joint educational and research projects and programs.
- 1.2 Exchange of visiting scholars for the purpose of conducting research and advancing educational cooperation.



The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) for academic credit(s) they will be required to pay the normal tuition fees to the host institution.

- 1.3 Discussion for the exchange of graduate students for collaborative or independent research based on the policies of both institutions. This activity will be regulated by a specific agreement according to Article III-3.1 of this Memorandum of Understanding.
- 1.4 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.5 Extend invitations for attending scholarly and technical meetings as well as national and international conferences.
- 1.6 Both institutions are responsible for their own financial support under this MOU. Individual scholars will make all arrangements by written specific agreement, which will be applicable to each particular situation.

## **ARTICLE II: THE AGREEMENT**

- 2.1 At Bar-Ilan, this MOU will be administered and coordinated by the Bar-Ilan School of Social Work. At PUCV, this MOU will be administered by the School of Psychology and coordinated by PUCV's Director of International Academic Cooperation.
- 2.2 This MOU may also involve other schools and institutes by mutual consent, which may be added later by written addendum to this MOU.
- 2.3 The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues. Any additions to this MOU will have to be approved by the signees of this MOU.

## **ARTICLE III: GENERAL TERMS**

- 3.1 This MOU does not allow the exchange of graduate students, subject to the provisions of Article I section 1.3. above. Should graduate students participate directly in research arising from initiatives included in this Memorandum of Understanding, the exchange of graduate students and postdoctoral may be regulated by specific written agreement agreed between the parties.
- 3.2 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly



stated in this agreement.

- 3.4 The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects.

Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received.

#### **ARTICLE IV: DURATION AND CONFLICT RESOLUTION**

This MOU may be modified by mutual written consent. The Agreement will be in effect from the date of the last signature for a period of five (5) years. It shall be renewed upon mutual written agreement. This MOU may be terminated by either side and at any moment, without expression of any cause at 6 months written notice to the party through certified letter dispatched to the address stated at the beginning of this MOU.

Any differences, conflicts of interests or problems resulted from the application or interpretation of the present Memorandum of Understanding or Specific Agreement that may be added by the parties, will be solved on a first level by the Coordinators of the parties, and on a second level by the respective President, or those appointed by them.

#### **ARTICLE V: AUTONOMY OF THE PARTS**

The parties hereto explicitly state that the signing of the present Agreement does not exclude or limit other contracts or agreements that have been entered or might be entered between them and/or with third parties, keeping the institutions the autonomy required for any circumstance related to the reaching of agreements or contracts.

#### **ARTICLE VI: FORCE MAJEURE**

In cases where the development of the obligations contained in this Agreement are impeded by Force Majeure, both parties will become absolved of their respective obligations and neither will be responsible for any damage suffered, nor will either present any recourse against the other. Force Majeure includes fires, earthquakes, hurricanes, flooding, natural disasters,




epidemics or pandemics, nuclear explosions, strikes, worker protests, or other worker or student disturbances, altercations, or public unrest, wars or other acts of foreign nations, terrorisms, government powers, organisms, or governmental authorities, or any other cause similar or distinct to those above mentioned that are beyond the control of either Party.

The representatives of both institutions will sign two (2) valid copies in Spanish and two (2) valid copies in English of this document and stamp them with their respective seals, having both versions the same legal value, and keeping each a copy of each language for their records.

FOR BAR-ILAN UNIVERSITY:

By: B. Ehrenberg **Prof. Benjamin Ehrenberg**  
Prof. Benjamin Ehrenberg **Vice President for Research**  
Vice President for Research **Bar-Ilan University**  
Date: Sep. 01, 2014

FOR PONTIFICIA UNIVERSIDAD CATOLICA DE VALPARAÍSO

By: C. Elórtgui   
Prof. Claudio Elórtgui  
Rector  
Date: 6 Agosto 2014 **RECTORIA**

