



UNIVERSIDAD
DE SANTIAGO
DE CHILE

DEPARTAMENTO DE
RELACIONES INTERNACIONALES
E INTERUNIVERSITARIAS
UNIVERSIDAD DE SANTIAGO DE CHILE

USACH

AGREEMENT

MANUAL



WORKING TOWARDS AN AGREEMENT

To sign an agreement with the Universidad de Santiago de Chile, 3 steps must be followed.

- 1) Fill in, sign and submit the Formulario de Solicitud de Suscripción de Convenios (Agreement Subscription Request Form)
- 2) Send the legal personality of who is signing as a representative of the counterpart.
- 3) Reach a consensus on the text proposed by the Department of International Relations.

IMPORTANT: The following detailed steps are mandatory to reach an interinstitutional cooperation agreement, as established in exempt No. 2207 from 29 April 2016. In this exempt is also established that the International and Inter-University Affairs Department (Departamento de Relaciones Internacionales e Interinstitucionales, DRII) of the Universidad de Santiago de Chile is the Department in charge of supervising every convention and agreement that the other academic departments sign to strengthen the relations with other Higher Education and Research Institutions, the public, private, and social sectors; as well with international agencies, foundations and education advocacy agencies.

STEP

1

Submit the "Agreement Subscription Request Form".

You can download it [HERE](#) and after filling it in, it must be submitted to the Department of International Relations of our University, located in office No. 102 in the Main Office Building.

This document requires basic information about the counterpart, previous cooperation history, workplan and person in charge. This must include the signature of the Dean and/or Director (if necessary).

Within 2 weeks you will receive an answer report about the compliance of the internationalization policy criteria, which are: academic excellence and international renown of the other university, promotion of university networks involvement, regional and macroregional involvement, generation of advanced human capital, and creation of strategic alliances at a national level. To search for the position of a university in international rankings, press the logo of each of the two most prestigious rankings at an international level.



STEP 2

Send the legal personality of who is signing as a representative of the counterpart.

The legal personality certifies that who is signing the agreement has legal responsibility when legally representing the institution.

To facilitate and expedite the process, our Department has a series of agreement templates, endorsed by the Dirección Jurídica (Legal Department), both in Spanish and English. Thus, we recommend using the following formats:

CATEGORY	DESCRIPTION
Framework	Commits the institution in its entirety, promoting higher education development, and scientific and technological research.
Specific	It commits a Faculty or Institute belonging to the University.
Cultural and Scientific Collaboration	Develops joint actions orientated towards encouraging and promoting cultural and scientific activities and urges to implement a better quality of appreciation of art and culture.
Technical Assistance, Training and Internships	Develops technical training programs, and education, training, and/or internship projects.
International Student Exchanging	It allows to improve the educational opportunities of students through exchanges between both institutions.
International Academic Exchanging	It regulates and facilitates the exchange of academics and researches between both institutions.
Project	Development of scientific-technologic collaboration projects and/or joint research plans on a defined length of time.
Double Degree	It regulates and allows for one or more students to receive a degree from both institutions.

LOGO



CONVENIO MARCO ENTRE LA UNIVERSIDAD DE (PAIS) Y LA UNIVERSIDAD DE SANTIAGO DE CHILE (CHILE).

La Universidad de, en adelante con domicilio legal en representada por su Rector, y la Universidad de Santiago de Chile, en adelante UdeSantiago de Chile, con domicilio legal en Avenida Libertador Bernardo O'Higgins N° 3363, Santiago de Chile, Rut N° 60.911.000-7, representada por su Rector, Dr. Juan Manuel Zolezzi Cid, acuerdan en celebrar el siguiente convenio:

PRIMERO: Los objetivos de este Convenio son, en general, promover el desarrollo y difusión de la cultura y en particular, el desarrollo de la enseñanza superior y la investigación científica y tecnológica.

SEGUNDO: Para dar cumplimiento a los objetivos indicados, ambas partes, de común acuerdo, elaborarán programas y proyectos de cooperación, en los que se especificarán las obligaciones que asumirá cada una de ellas en la ejecución de los mismos.

TERCERO: Los programas y proyectos referidos en el artículo anterior serán objeto de acuerdos de ejecución entre ambas Instituciones cuando se trate de programas o proyectos especiales y multidisciplinarios, o entre las Facultades, Departamentos, Escuelas e Institutos de las respectivas universidades, previa autorización de las autoridades centrales en cuanto ésta fuera necesaria según las reglamentaciones de cada parte.

AGREEMENT BETWEEN THE UNIVERSITY OF..... (COUNTRY) AND THE UNIVERSIDAD OF SANTIAGO DE CHILE (CHILE)

The University of, hereinafter referred to as, located at, represented by its Rector, and the University of Santiago de Chile, hereinafter referred to as UdeSantiago de Chile, located at Alameda Libertador Bernardo O'Higgins 3363, Santiago de Chile, Tax ID N° 60.911.000-7, represented by its Rector Juan Manuel Zolezzi Cid and hereby agree to reach the following agreement:

FIRST: The aims of this agreement are to promote the development and dissemination of higher education and scientific and technological research.

SECOND: In order to fulfil these aims, the parties consent to develop cooperation programs and projects, specifying the obligations of each party in their execution.

THIRD: The programs and projects will be subject to implementing agreements between the parties whenever special or multidisciplinary projects are concerned, or between faculties, departments, schools and institutes at the universities, upon authorization of their central authorities as it may be required by the regulations of any of the parties.

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CUARTO: Los programas antedichos serán elaborados y presentados a las autoridades correspondientes a través de los organismos técnicos dependientes de ambas Instituciones. En la Universidad de Santiago de Chile la unidad encargada será el Departamento de Relaciones Interuniversitarias e Internacionales y en la Universidad de la unidad encargada será

QUINTO: Los acuerdos de ejecución se podrán referir, entre otros, a los siguientes aspectos:

- a) Intercambio de profesores e investigadores;
- b) Intercambio de estudiantes a nivel de pregrado y posgrado;
- c) Formación y perfeccionamiento de docentes e investigadores;
- d) Intercambio de información;
- e) Estudios e investigaciones;
- f) Gestión conjunta para el desarrollo de cursos, seminarios, conferencias, talleres, etc.;
- g) Publicaciones y toda otra actividad idónea para lograr los objetivos del presente convenio.

SEXTO: La propiedad intelectual que derive de los proyectos y trabajos realizados en conjunto, bajo el marco de este convenio, estará sujeta a las disposiciones legales aplicables y a los convenios específicos que firmarán las partes, otorgando el reconocimiento correspondiente a quienes hayan intervenido en la ejecución de dichos proyectos y actividades. Las partes convienen que podrán utilizar en sus funciones académicas la información y resultados derivados de las actividades realizadas en el presente instrumento, tomando las medidas necesarias para la adecuada protección de eventuales patentes y otros activos de propiedad intelectual que correspondan.

FOURTH: The above mentioned programs and projects will be carried out and presented to the respective authorities in both institutions. In UdeSantiago de Chile it will be the Interuniversity and International Relations Office and at the University of ... it will be

FIFTH: Implementing agreements may concern, among others, the following subjects:

- a) Exchange of professors, researchers and student mobility at undergraduate and graduate level;
- c) Education and further specialization of professors and researchers;
- d) Mutual exchange of scholarly publications according to the relevant regulations;
- e) Studies and research;
- f) Joint management in the development of courses, seminars, conferences, workshops, etc;
- g) Publications and any other activity aimed to reach the purposes of this agreement.

SIXTH: The intellectual property obtained as the result of joint projects and activities, within the frame of this agreement, will be subject to the applicable legal regulations and to the complementary agreements signed between the parties, acknowledging those who carried out those projects and activities. The parties consent to the use, for academic purposes, of the information and results from joint activities in the framework of this agreement. Taking the necessary measures for adequate protection of eventual patents and other intellectual property assets as needed,

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SÉPTIMO: Las personas relacionadas con este Convenio quedarán sometidas a las normas vigentes en la Institución en donde desenvuelven sus actividades, sin que adquieran, bajo ninguna circunstancia, vínculo laboral con la Institución Receptora. La selección de personas para trasladarse, por cualquier concepto, de una a otra Institución, se realizará según las normas de la Institución de origen, sin perjuicio de su aceptación por la Institución de destino.

OCTAVO: La puesta en funcionamiento de las disposiciones de este acuerdo será objeto de una programación anual o plurianual elaborada de común acuerdo por ambas Instituciones, que se consultarán mutuamente cada vez que lo crean necesario. La propuesta de programación corresponderá a una comisión mixta de seguimiento formada por la autoridad de cada institución o por las personas en quienes deleguen.

NOVENO: Sin perjuicio de los recursos que asigne cada Institución ambas partes se comprometen a realizar las gestiones pertinentes ante las respectivas Instituciones oficiales, como los Ministerios de Relaciones Exteriores de cada país, Consejos de Investigaciones Científicas y Técnicas, y similares; organismos internacionales, fundaciones, organizaciones de bien público o asociaciones privadas, con el fin de asegurar el desarrollo de las actividades a realizar entre las partes.

DÉCIMO: Este convenio tendrá vigencia durante un periodo de cinco (5) años a partir de la fecha de la última firma. Este acuerdo podrá ser desahuciado antes de cumplido el plazo presentando un aviso escrito con 6 meses de antelación a la fecha decidida de término. Las actividades y programas que se encuentren en ejecución continuarán hasta que expiren de acuerdo a los términos de cada acuerdo complementario.

SEVENTH: The people involved in this agreement will be subject to the internal regulations of their institution, without implying, under any circumstances, labour relation with the host university. The selection of people to be transferred from one university to the other will be carried out according to the regulations of the home university, without detriment of the acceptance by the host University.

EIGHTH: The implementation of the agreement will be subject to an annual or multiannual schedule which will be worked out by mutual consent between the parties, which will consult each other every time they deem necessary. The activity schedule proposal will be made by the principal authority of each Institution or by their representatives.

NINTH: No matter how the funding is allocated by each institution, both parties commit to present any necessary arrangement before the respective official institutions, such as the Foreign Office of each country; Research, Scientific or Technological Councils; International Organizations; Foundations; Public or Private Organizations, in order to ensure the development of this agreement.

TENTH: This agreement will have a duration of five (5) years starting from the date of the last signature. This agreement can be terminated at any time by providing written notification six (6) months in advance of the intended date of termination. The activities and programs which are already in existence will, however, continue until they expire, according to the terms of each complementary agreement.

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LOGO



DÉCIMO PRIMERO: Toda diferencia que resulte de la interpretación o aplicación de este convenio se solucionará por negociación directa entre las partes. En cualquier momento una parte podrá proponer a la otra su modificación.

DÉCIMO SEGUNDO: A cuyo efecto se firmarán cuatro (4) ejemplares de este documento bilingüe en Español- Inglés. Siendo cada texto igualmente auténtico. Para este efecto se extenderán cuatro (4) ejemplares.

La representación legal del Dr., Rector de la Universidad de, consta en

La representación Legal del Dr. Juan Manuel Zolezzi Cid, Rector de la Universidad de Santiago de Chile, consta en el Decreto Supremo del Ministerio de Educación N° 341 de fecha 14 de Agosto de 2014.

RECTOR
UNIVERSIDAD DE

Fecha:

Dr. JUAN MANUEL ZOLEZZI CID
RECTOR
UNIVERSIDAD DE SANTIAGO DE CHILE

Fecha:

ELEVENTH: Any differences or conflicts arising from the interpretation of this agreement will be solved by direct negotiation between both parties. Either party can, at any time, propose to the other party a modification of this agreement.

TWELFTH: To this effect, the parties will sign four (4) original copies of this Spanish-English bilingual document. Each text being equally authentic.

The legal representation of Dr., Rector of the University, is set out in

The Legal representation of Dr. Juan Manuel Zolezzi Cid, Rector of the University of Santiago de Chile, is set out in the Supreme Decree (ruling) of Education N° 341 of August, 14, 2014.

RECTOR
UNIVERSITY OF

Date:

Dr. JUAN MANUEL ZOLEZZI CID
RECTOR
UNIVERSIDAD DE SANTIAGO DE CHILE

Date:

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STEP 3

Reach a consensus on the text proposed by the Department of International Relations.

The interlocutor for the negotiation of the agreement will be the International and Inter-University Affairs Department or, failing that, the agreement's promoter, if she/he deems so.

Based on the workplan established in the Agreement Subscription Request Form, our Department will make a draft proposal within 4 to 6 weeks since the answer report is sent.

What is next?

- Once the consensual draft agreed upon both parts is finished, it will be sent to our Legal Department for a legal review. Afterwards, a legal report will be issued.
- If there are no observations, the signing will proceed. In case there are, these will be included in the text.
- In the last stage of the process, our Department will coordinate the signing of the agreement, by the respective authority or authorities of the Universidad de Santiago de Chile, attaching the legal report. Subsequently, the text will be sent to the counterparty to be signed.
- Our Department will handle the text's resolution.



CONTACT INFO



NEW AGREEMENTS INITIATIVES

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UNDERGOING AGREEMENTS

Gianina De la Barrera

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