



Universidad Austral de Chile
Conocimiento y Naturaleza



MASSEY
UNIVERSITY
TE KUNENGA KI PŪREHUROA
UNIVERSITY OF NEW ZEALAND

MEMORANDUM DE ENTENDIMIENTO

entre

MASSEY UNIVERSITY
New Zealand

y

UNIVERSIDAD AUSTRAL DE CHILE
Chile



Es el deseo de las partes mencionadas en la portada de este documento formalizar un Memorándum de Entendimiento ("Memorándum") en base a los apartados que se exponen a continuación:

Las partes:

Massey University de Nueva Zelanda, persona jurídica, universidad establecida en virtud de la Ley de Educación de 1989, 'Massey'.

Universidad Austral de Chile, una corporación sin ánimo de lucro, fundada por decreto ejecutivo con fuerza de ley número 3757 del Ministerio de Justicia de Chile, el 7 de septiembre de 1954, 'UACH'.

1. Declaración de Propósito

1.1 Las partes tienen una relación establecida, iniciada en 2008 mediante un Memorándum de Entendimiento. Massey y UACH reconocen que tienen muchos intereses en común y que su duradera colaboración y cooperación generará beneficios recíprocos.

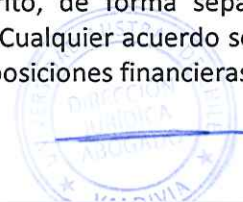
1.2 La renovación de este Memorando tiene por objeto reforzar aún más y hacer crecer esta relación en beneficio mutuo. Este Memorándum proporciona el mecanismo a través del cual la intención expresa de las partes puede ser realizado.

2. Objetivos

2.1 Las áreas de potencial colaboración y cooperación han sido identificadas como, pero no limitadas a, las siguientes actividades:

- Actividades de investigación en colaboración en Agricultura, Horticultura, Ecología, Ciencia Animal, Forestal, Alimentación, Ecología Molecular, Suelo y Ciencias de la Tierra, Ciencias del Deporte y Educación;
- Actividades colaborativas en la enseñanza de los idiomas inglés y español;
- Postulaciones conjuntas a fuentes externas de financiación para actividades conjuntas de investigación y para movilidad de los estudiantes;
- Intercambios de personal académico a través de sus respectivas Facultades de Ciencias;
- Facilitación de estancias de investigación de postgrado y la articulación de sus estudiantes;
- Movilidad estudiantil y académica;
- El intercambio de publicaciones, materiales académicos y otros datos;
- Participación en seminarios y encuentros académicos;
- Programas de becas gubernamentales;
- Otras actividades de colaboración, mediante acuerdo por escrito.

2.2 Cada actividad mutuamente identificada y acordada estará cubierta por un acuerdo separado cuando sea necesario. Los términos y condiciones en los que se contraerán un programa o actividad específica serán documentados por escrito, de forma separada al presente Memorándum y antes del inicio de cualquier programa. Cualquier acuerdo separado incluirá, sin limitarse a ello, asuntos de propiedad intelectual y disposiciones financieras.



2.3 Los acuerdos independientes deben tener la aprobación formal del Rector o de su delegado, -a en Massey y del Rector o su delegado, -a en UACH.

3. Coordinación del Memorándum

3.1 Las iniciativas bajo este Memorándum se coordinarán, por Massey, a través del Dr. Ignacio López, del Instituto de Agricultura y Medio Ambiente (IAE) y de la Oficina Internacional de dicha universidad; y, por la UACH, a través del Dr. Juan Pablo Keim, del Instituto de Producción Animal la Facultad de Ciencias Agrarias y de la Unidad de Relaciones Internacionales de esta universidad.

3. Los contactos clave quedan ligados a este acuerdo por un período similar al término de este Memorándum, tal como se especifica en la cláusula 4.1 a continuación.

4. Términos y Condiciones de este Memorándum

4.1 El plazo de este Memorando será de cinco (5) años desde la fecha de la última firma, en el entendimiento de que, sujeto a revisión o actualización, puede ser renovado por períodos adicionales de cinco (5) años, previo, cada expiración, acuerdo entre las partes firmantes del Memorándum o sus delegados.

4.2 Cualquiera de las partes podrá dar por terminado este Memorándum en cualquier momento, mediante un aviso no inferior a seis meses de antelación, aunque sólo se toman dichas medidas después de consultar a nivel de Vicerrector, Presidente o Rector o sus delegados.

5. Cuestiones financieras relativas a este Memorándum

5.1 A menos que se acuerde otra cosa, cada parte será responsable de sus propias contribuciones financieras durante la ejecución del presente Memorándum.

5.2 En el caso de Massey, la responsabilidad financiera estará bajo sus propios recursos.

5.3 En el caso de la UACH, la responsabilidad financiera estará bajo sus propios recursos.

6. Renuncia

6.1 Nada afectará a la plena autonomía de cualquiera de las partes, ni serán impuestas restricciones u obligaciones financieras por cualquiera de las partes sobre la otra en la realización de este Memorándum.

6.2 Las partes acuerdan que el presente Memorándum no es vinculante y sólo actuará como una comprensión provisional hasta que se alcancen nuevos acuerdos para las actividades independientes identificadas dentro de este Memorándum.

7. Estatuto legal



7.1 Rector de la Universidad de Massey, el Honorable Steve Maharey, en calidad de representante legal de Massey , según lo registrado por orden del Consejo, de conformidad con el artículo 194 de la Ley de Educación de 1989.

7.2 La personería del señor Rector don Oscar Galindo Villarroel consta del Acta de Sesión Extraordinaria del Consejo Superior Universitario de fecha 26 de junio de 2014, reducida a Escritura Pública con fecha 30 de junio del mismo año en la notaría de doña Carmen Podlech Michaud de Valdivia, Notario Público Titular de la comuna de Valdivia, repertorio N° 2823 - 2014.

EN FE DE LO CUAL

el presente Memorando de Entendimiento fue ejecutado en la fecha escrita a continuación.

firmado para y en representación de
MASSEY UNIVERSITY



Hon. Steve Maharey
Rector

Presenciado por:



Fecha:

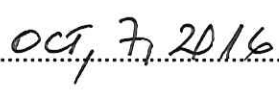
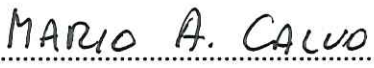
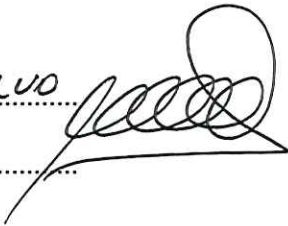


firmado para y en representación de
UNIVERSIDAD AUSTRAL DE CHILE



Dr Oscar Galindo Villarroel
Presidente y Rector

Presenciado por:



Fecha:





Universidad Austral de Chile
Conocimiento y Naturaleza



**MASSEY
UNIVERSITY**
TE KUNENGA KI PŪREHUROA
UNIVERSITY OF NEW ZEALAND

MEMORANDUM OF UNDERSTANDING

between

MASSEY UNIVERSITY

New Zealand

and

UNIVERSIDAD AUSTRAL DE CHILE

Chile



It is the desire of the parties named herein that a Memorandum of Understanding ('Memorandum') be formalised based on the headings set out below:

Parties:

Massey University of New Zealand, a body corporate that is a University established under the Education Act 1989, 'Massey'.

Universidad Austral de Chile, a non-profit corporation, founded by executive decree having the force of law number 3757 of the Ministry of Justice of Chile, on 7 September 1954, 'UACH'.

1. Statement of Purpose

- 1.1 The parties have an established relationship formed initially in 2008 by a Memorandum of Understanding. Massey and UACH recognise that they have many interests in common and that there will be mutual benefits from long-lasting collaboration and co-operation.
- 1.2 The renewal of this Memorandum is intended to further strengthen and grow this relationship for mutual benefit. This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.

2. Objectives

- 2.1 The areas for potential collaboration and co-operation have been identified as, but not limited to, the following activities:
 - Collaborative research activities in Agriculture, Horticulture, Ecology, Animal Science, Forestry, Food, Molecular Ecology, Soil & Earth Sciences, Sports Science and Education;
 - Collaborative teaching activities in both English and Spanish language;
 - Collaborative applications for third-party funding for joint research activities and for student mobility;
 - Exchanges of existing staff through the respective College of Sciences;
 - Facilitation of Postgraduate research internships and student articulation;
 - Student and staff mobility;
 - Exchanges of publications, academic materials and other information;
 - Participation in seminars and academic meetings;
 - Government scholarship programmes;
 - Other collaborative activities by agreement in writing.
- 2.2 Each mutually identified and agreed activity shall be covered by a separate agreement where required. The terms and conditions under which a specific programme or activity will be undertaken will be documented in writing, separately to this Memorandum before the initiation of any programme. Any separate agreement will include, but not be limited to, intellectual property matters and financial arrangements.
- 2.3 The separate agreements must have the formal approval of the Vice-Chancellor or his/her delegate at Massey and the Rector or his/her delegate at UACH.



3. Coordination of this Memorandum

- 3.1 Initiatives under this Memorandum for Massey will be coordinated through Dr Ignacio López, of Massey's Institute of Agriculture and Environment (IAE) and the Massey International Office, and for UACH through Dr Juan Pablo Keim, of UACH's Institute of Animal Production at the Faculty of Agriculture Sciences and the International Affairs Office.
- 3.2 Key contact persons should serve a term similar to the term of this Memorandum, as specified in Clause 4.1 below.

4. Terms and Conditions of this Memorandum

- 4.1 The term of this Memorandum shall be five (5) years from the date of the last signature, on the understanding that subject to revision or renewal it may be renewed for a further five (5) years upon each expiry by agreement between the signatories to the Memorandum, or their nominees.
- 4.2 Either party may terminate this Memorandum at any time by giving not less than six months' notice in writing, though such action will only be taken after consultation at no less than Assistant Vice-Chancellor or Pro Vice-Chancellor / President or Rector level or between their delegates.

5. Financial Matters Relating to this Memorandum

- 5.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 5.2 In the case of Massey, the financial responsibility will be under its own resources.
- 5.3 In the case of UACH, the financial responsibility will be under its own resources.

6. Disclaimer

- 6.1 Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either party upon the other in carrying out this Memorandum.
- 6.2 The parties agree that this Memorandum is not binding and will act only as an interim understanding until further agreements are reached for the separate activities identified within this Memorandum.

7. Legal Status

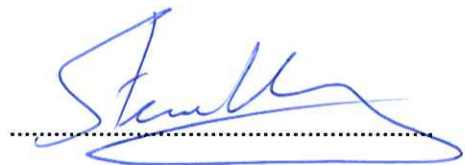


- 7.1 Vice-Chancellor of Massey University, the Honourable Steve Maharey, acting as legal representative of Massey, as recorded by order of Council, pursuant to section 194 of the Education Act 1989.
- 7.2 Rector of the Universidad Austral de Chile, Dr Oscar Galindo Villarroel, acting as legal representative of UACH, as recorded in the Minutes of the Special Meeting of the Higher University Council of 26 June 2014, recorded publicly in Valdivia on June 30, 2014, by the Notary Carmen Podlech Michaud of Valdivia, code N ° 2823 – 2014.

IN WITNESS WHEREOF

this Memorandum of Understanding was executed on the date written below.

Signed for and on behalf of
MASSEY UNIVERSITY



Hon. Steve Maharey
Vice-Chancellor

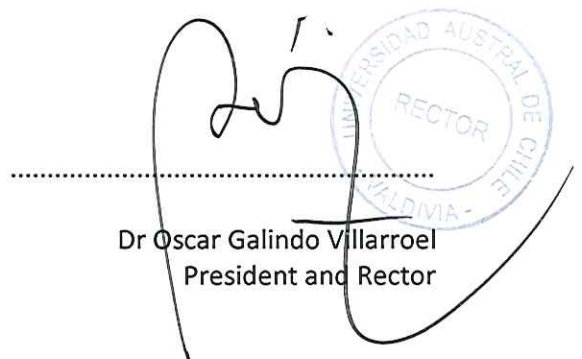
Witnessed by:

B. Kurnegh-Dee

Date:

21 November 2016

Signed for and on behalf of
Universidad Austral de Chile



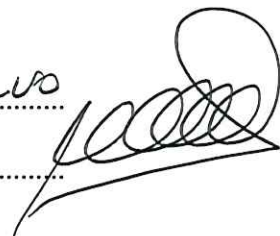
Dr Oscar Galindo Villarroel
President and Rector

Witnessed by:

MARIO A. CALVO

Date:

Oct. 7, 2016



MEMORANDUM OF UNDERSTANDING

Between

MASSEY UNIVERSITY
New Zealand

and

UNIVERSIDAD AUSTRAL DE CHILE
Chile

It is the desire of the parties named herein that a Memorandum of Understanding be formalised based on the headings set out below:

1. Parties to the Understanding

- 1.1 Massey University of Palmerston North, New Zealand, a body corporate established under the Massey University Act 1963, and the Education Amendment Act 1990, hereinafter referred to as 'Massey'.
- 1.2 Universidad Austral de Chile, a non-profit corporation, founded by executive decree having the force of law number 3757 of the Ministry of Justice of Chile, on 7 September 1954, hereinafter referred to as 'UACH'.

2. Statement of Purpose

- 2.1 Massey and UACH recognise that they have many interests in common and that there will be mutual benefits from collaboration and co-operation.
- 2.2 Massey and UACH wish to formalise and standardise the relationship between the two parties in order to provide consistency, and a focal point, for the preparation and administration of programmes for collaboration and co-operation.
- 2.3 This Memorandum provides the mechanism through which the expressed intent of the parties can be realised.

3. Objectives

3.1 The Subject Areas

The subject areas for potential collaboration and co-operation have been identified as, but not limited to, the following activities:

- Agriculture
- Animal Science
- Horticulture
- Molecular Ecology
- Food
- Forestry
- Ecology

UACH

- Soil & Earth Sciences
- Sports Science

3.2 Activities:

The potential activities for collaboration and co-operation have been identified as, but not limited to, the following activities:

- Exchange of existing staff
- Joint research and teaching activities
- Participation in seminars and academic meetings
- Exchange of publications, academic materials and other information
- Exchange of students
- Joint quality assurance benchmarking.

3.3 Each mutually identified and agreed activity, shall be covered by a separate Agreement which will be an annex to this Memorandum. The terms and conditions under which a specific programme and activity shall be undertaken under the terms of this Memorandum, and any necessary financial arrangements to facilitate these, will be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity.

3.4 The separate Agreements must have the formal approval of the Vice-Chancellor and President of Massey and the President and Rector of UACH.

4. Co-ordination of this Memorandum of Understanding

4.1 The parties to this Memorandum of Understanding will, within three months from the signing of the Memorandum, each designate a key contact person who will take responsibility for development and achievement of the Objectives of this Memorandum, and when mutually agreed, the development of the separate Agreements mentioned in Clause 3.2 above. For Massey University the key contact person will normally be a senior academic in the College that will lead the development of the relationship, but will otherwise be the International Director of Massey.

4.2 Initiatives under this Memorandum for Massey will be coordinated through the Office of the appropriate Pro Vice-Chancellor and Massey International Office, and for UACH through the Pro-Rector and the International Relations Unit (URI).

4.3 Key contact persons should serve a term similar to the term of this Memorandum, as specified in Clause 5.1 below.

5. Terms and Conditions of this Memorandum

5.1 The term of this Memorandum shall be five (5) years from the date of the last signature, on the understanding that subject to revision or renewal it may be renewed upon each expiry by mutual agreement between the signatories to the Memorandum, or their nominees.

5.2 Either party may terminate this Memorandum at any time by giving not less than six months' notice in writing, though such action will only be taken after mutual consultation at no less than Pro Vice-Chancellor/President level.

6. Financial Matters Relating to this Memorandum

- 6.1 Unless otherwise agreed, each party shall be responsible for its own financial contributions during the implementation of this Memorandum.
- 6.2 In the case of Massey, the financial responsibility will be under its own resources.
- 6.3 In the case of UACH, the financial responsibility will be under its own resources.

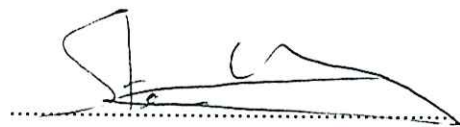
7. Disclaimer

- 7.1 Nothing shall diminish the full autonomy of either party, nor will any constraints or financial obligations be imposed by either party upon the other in carrying out this Memorandum.
- 7.2 The parties agree that this Memorandum will act only as an interim understanding until further Agreements are reached for the separate activities identified within this Memorandum.

8. **NOTWITHSTANDING** the signatories herein, the final acceptance of this Memorandum is subject to ratification by the Governing Bodies of the Parties.

IN WITNESS WHEREOF this Memorandum of Understanding was executed on the date written below.

Signed for and on behalf of
MASSEY UNIVERSITY



Hon Steve Maharey
Vice-Chancellor and President

Witnessed by:



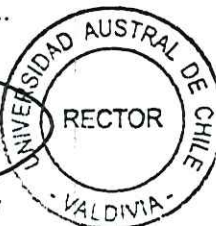
Date:

21 October 2008

Signed for and on behalf of
**UNIVERSIDAD AUSTRAL
DE CHILE**



Dr. Víctor Cubillos Godoy
President and Rector



Witnessed by:

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Date:

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