

Orden de Compra



UNIVERSIDAD
DE SANTIAGO
DE CHILE

Avenida Libertador Bernardo O'Higgins n° 3363
Santiago RM
CHILE
RUT:60.911.000-7

Prove: 0000000815
DALHOUSIE UNIVERSITY
5201 DUKE STREET, HALIFAX, NOVA SCOTIA, B3J 1P3, CANADA
NS
CANADÁ

ORDEN CAMBIO

Despacho p/Impr

Pedido Prove	F	Revisión	Pág
USACH-0000006912	12/11/2020	1 - 12/15/2020	1
Condic Pago	Cond Flete	Mét Env	
30 días	Destino c/Derechos Pagados	Camión	
Compr	Teléf	Moneda	
Arturo Aracena Muñoz		CAD	

Fact: Avenida Ecuador 3555, Unidad de Adquisiciones
Santiago RM
CHILE

Inscr IVA: CL 0609110007

Estándar

Lín-Env	Art/Descripción	CantidadUM	Prc Ped	Impt Extend	Item
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1- 1	Programa de Capacitación en internacionalización e inglés como medio de instrucción, 150 horas cronológicas, del 15/12/2020 al 31/12/2021. Según Resolución N°6510 del 03/12/2020.	1.00UN	17,680.00	17,680.00	12/11/2020
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Total Programa 17,680.00

Total Art 99999999-01 17,680.00

Impt Total Ped 17,680.00

Firma
Jefe de Compras

Firma
Jefe Unidad Adquisiciones

REPÚBLICA DE CHILE
 UNIVERSIDAD DE SANTIAGO DE CHILE
 DIRECCIÓN DE ADMINISTRACIÓN Y FINANZAS
 UNIDAD DE ADQUISICIONES

AUTORIZA TRATO DIRECTO PARA LA CONTRATACIÓN DE SERVICIOS QUE INDICA EN EL EXTRANJERO.

SANTIAGO, 03/12/2020 - 6510

VISTOS: El DFL N° 149, de 1981, del Ministerio de Educación; la Ley N° 21.094 de 2019, sobre Universidades Estatales; la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Ley N° 19.886, de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios, y su Reglamento contenido en el Decreto Supremo N° 250 de 2004, del Ministerio de Hacienda; el Decreto Universitario N° 39, de 2020, correspondiente al presupuesto universitario; la Resolución Exenta N°9515 de 2013, el Decreto Exento N° 1941 de 2018; y teniendo presente las Resoluciones N° 7 y N°8, ambas de 2019, de la Contraloría General de la República.

CONSIDERANDO:

a) Que, el Departamento de Relaciones Internacionales e Interuniversitarias es una dependencia que tiene por misión fortalecer, ampliar y profundizar las conexiones internacionales de la Universidad de Santiago de Chile y promover iniciativas para concretar la internacionalización en todas sus áreas misionales: docencia, investigación y vinculación con el medio.

b) Que, en el contexto antes descrito, el citado Departamento requiere la contratación del “Programa de Capacitación en Internacionalización e Inglés como medio de Instrucción”, el que contempla cuatro fases y cursos, que buscan fortalecer y capacitar a las y los docentes, investigadores, autoridades y profesionales de la Universidad, dentro de la línea de acción de “Establecimiento de mecanismos que aseguren la transversalidad, diversificación y la inclusión de la comunidad a la internacionalización”, y además, la metodología busca apoyar y facilitar el teletrabajo de las y los participantes.

c) Que, de acuerdo con lo informado por la Jefa del Centro de Costos, a través del formulario de Términos de Referencia, de fecha 30 de octubre de 2020, se hizo necesaria la adquisición de los siguientes bienes y/o servicios:

<p>Objeto de la compra o contratación del bien y/o servicio</p>	<p>“Programa de Capacitación en internacionalización e inglés como medio de instrucción”, 150 horas cronológicas, del 15/12/2020 al 31/12/2021.</p> <p>Dicho Programa incluye:</p> <ul style="list-style-type: none"> - Lanzamiento del Programa: Taller de 1 hora. - Certificado de desarrollo profesional en enseñanza media de inglés [PDC-EMI]: Módulo 1 (22.5 horas), Módulo 2 (22.5 horas), Módulo 3 (22.5 horas) y Módulo 4 (22.5 horas). Total de 90 horas. - Implementación de internacionalización de las iniciativas curriculares: 20 horas. - EMI Portfolio: 20 horas. - Liderar el aprendizaje profesional en educación superior internacional: 20 horas. <p>Este contrato incluye la estadía de 1 experto en Chile dentro del desarrollo del programa, una vez que se reactive la movilidad internacional y las fronteras se abren.</p>
<p>Unidad responsable:</p>	<p>Departamento de Relaciones Internacionales e Interuniversitarias</p>
<p>Proveedor</p>	<p>Dalhousie University</p>
<p>Precio</p>	<p>CAD 17.680.-El precio se pagará contra la cuenta corriente en dólares N° 5050 del Banco Estado.</p>

Precio estimado operacional	USD 100.-
Dirección	5201 Duke Street, Halifax, Nova Scotia, B3J 1P3, Canadá.

d) Que, revisado el catálogo de bienes y servicios disponibles en el portal www.mercadopublico.cl, se constató que la inscripción que se requiere adquirir no se encuentra disponible bajo modalidad de Convenio Marco.

e) Que, con la finalidad de materializar la compra del servicio singularizado en el considerando c) precedente, la Universidad obtuvo la cotización del proveedor Dalhousie University, con sede en Canadá, remitiendo éste una propuesta S/N°, sin fecha y sin firma, denominada “Internacionalización y inglés como medio de instrucción. Propuesta Dalhousie University ESL Programs para USCAH International”.

f) Que, de conformidad con el artículo 10 N° 5 del Decreto Supremo N° 250 de 2004, del Ministerio de Hacienda, Reglamento de la Ley N° 19.886, procede la contratación directa cuando se trate de convenios de prestación de servicios a celebrar con personas jurídicas extranjeras que deban ejecutarse fuera del territorio nacional, lo que ocurre en la especie, toda vez que el servicio requerido corresponde a un programa de capacitación de aprendizaje y metodología, siendo un servicio virtual de prestación remota casi en su totalidad, salvo en lo referido a la visita de un instructor a Chile, para ejecutar un mínimo de horas cronológicas del total del curso.

g) Que, a su vez, el artículo 10 N° 4 del cuerpo normativo antes citado, autoriza la contratación directa de bienes y servicios cuando existe un proveedor único en el mercado, lo que se configura respecto del proveedor Dalhousie University, individualizado en el considerando c) precedente, ya que éste es el único proveedor del servicio específico requerido, situación de la que da cuenta el certificado de proveedor único emitido por ésta con fecha 30 de octubre de 2020.

h) Que, en consideración a los antecedentes expuestos precedentemente, esta autoridad administrativa estima que se configuran en la especie las causales de trato directo establecidas en el artículo 10, numerales 4 y 5, del Decreto Supremo N° 250, ya individualizado, en el entendido que solo existe un proveedor del servicio específico y se trata de un convenio de prestación de servicios a celebrarse con una persona jurídica extranjera que debe ejecutarse fuera del territorio nacional, dado su carácter de capacitación virtual, por lo que procede la contratación del proveedor Dalhousie University, para cumplir con los objetivos estratégicos de la Política de Internacionalización de la Universidad de Santiago, dentro de su Programa de Internacionalización en casa y del currículum, en los términos expresados en el considerando c) del presente acto administrativo.

i) Que, de acuerdo con lo dispuesto en el artículo 62 N° 6 del Decreto Supremo N° 250 de 2004, procede realizar las contrataciones de bienes y servicios en soporte papel en los casos de trato directo indicados en el artículo 10 número 5, con proveedores extranjeros que, por razones de idioma, sistema jurídico, sistema económico o culturales, u otra de similar naturaleza, sea indispensable efectuar el procedimiento de contratación fuera del Sistema de Información.

j) Que, atendida la calidad de proveedor único del oferente, según lo señalado en el considerando g) precedente, y en virtud de lo establecido en el artículo 51 del Decreto Supremo N° 250 de 2004, no es necesario acompañar 3 cotizaciones previas para efectos de sustentar la causal utilizada ni el procedimiento de contratación fuera del Sistema de Información.

k) Que, atendido lo anterior, se hizo imprescindible efectuar la adquisición del bien o servicio detallado en el considerando c), fuera del portal www.mercadopublico.cl, toda vez que el proveedor es extranjero, único en el mercado y no se encuentra en el portal.

l) Que, considerando la complejidad de las obligaciones que deben cumplir las partes, la presente contratación se formalizará mediante la suscripción de un contrato entre la Universidad de Santiago de Chile y Dalhousie University, el que deberá ser sancionado en la oportunidad debida.

m) Que, por último, importante es señalar que la Universidad de Santiago de Chile, cuenta con el presupuesto necesario para esta contratación, tal como consta en el Certificado de Disponibilidad Presupuestaria N°51.538, emitido con fecha 9 de noviembre de 2020 y suscrito por la Jefa de Planificación Presupuestaria de la Casa de Estudios.

RESUELVO:

1. **AUTORIZÁSE** la contratación con Dalhousie University, domiciliada en 5201 Duke Street, Halifax, Nova Scotia, B3J 1P3, Canadá, para el pago internacional de los servicios señalados en el considerando c), y conforme a lo indicado en el considerando e) y siguientes.

2. **FORMALÍCESE** la presente contratación mediante la suscripción de un contrato entre la Universidad de Santiago de Chile y Dalhousie University, el que deberá ser sancionado en la oportunidad debida.

3. **IMPÚTESE** el gasto por un monto de CAD 17.680.- al Centro de Costo 078, ítem G267, del presupuesto vigente de la Universidad, y a la cuenta corriente N° 5050 del Banco Estado, y páguese su valor equivalente a moneda chilena al momento de efectuarse el pago, según consta en el Certificado de Disponibilidad Presupuestaria N°51.538, emitido con fecha 9 de noviembre de 2020 y suscrito por la Jefa de Planificación Presupuestaria de la Casa de Estudios.

4. **IMPÚTESE** el gasto operacional hasta por un monto de USD 100.- al centro de costo 078, ítem 267, del presupuesto universitario vigente y páguese en su valor equivalente a moneda chilena al momento de efectuarse el pago, según lo señalado en el documento citado en el resuelto precedente.

5. **PUBLÍQUESE** la presente resolución y los demás antecedentes establecidos en el artículo 62 N° 6 del Reglamento de la Ley N° 19.886, en la página www.transparenciaactiva.usach.cl.

ANÓTESE Y COMUNÍQUESE.

SR. JORGE TORRES ORTEGA, PRORRECTOR.

Lo que transcribo a usted, para su conocimiento.
Saluda a usted,



GUSTAVO ROBLES LABARCA
SECRETARIO GENERAL

JTO/GRL/AJT/MOV/MTA/KAR/MCC/AAM/DFG

Distribución:

- 1. Contraloría Universitaria
- 1. Departamento de Relaciones Internacionales e Interuniversitarias.
- 1. Departamento de Finanzas y Tesorería
- 1. Unidad de Adquisiciones
- 1. Oficina de Partes
- 1. Archivo Central

HR N°696/2020 – CDP 51.538/2020



CONTRACT OF PROVISION OF TECHNICAL ASSISTANCE SERVICES BETWEEN
UNIVERSIDAD DE SANTIAGO DE CHILE
AND
DALHOUSIE UNIVERSITY

In Santiago, December 10, 2020, the Universidad de Santiago de Chile, Chilean Tax Payer N° 60.911.000-7 represented by its Rector, Juan Manuel Zolezzi Cid, with identity card N° 60.911.000-7 both with residence at Av. Bernardo O'Higgins 3363, Estación Central Santiago, hereinafter "THE UNIVERSITY", and Mr. Matt Hebb, Vice-President, Government and Global Relations, representing the Dalhousie University, with address at 6299 South St, Halifax, NS B3H 4R2, Canada, hereinafter "DALHOUSIE", agree to celebrate this contract, which shall be governed by the following clauses:

FIRST – BACKGROUND

THE UNIVERSITY requires to sub-contract specialized services for the performance of specific activities in the implementation of the Training Program for Internationalization and English Medium Instruction for which purpose will contract the services of DALHOUSIE, to perform the following activities:

SECOND – OBJECTIVE

THE UNIVERSITY entrusts DALHOUSIE, who accept and commit themselves to the implementation of the contract entitled "Training Program for Internationalization and English Medium Instruction."

THE UNIVERSITY has defined strategic objectives in the area of Teaching and Internationalization that aim to: a) train teachers and professionals of support in the content and language integrated learning (CLIL) methodology to support English-medium instruction, b) train USACH personnel and academic staff in the field of the diverse mechanisms and possibilities of internationalization approaches, c) strengthen and expand the undergraduate and/or graduate training offer that contributes to national, regional and global development. In the same way, for the area of Internationalization it is sought to: a) consolidate and project internally and externally the culture of

linkage with the society and internationalization, b) strengthen national and international academic and student mobility, and c) strengthen the academic offer for the students of the UNIVERSITY in terms of learning experiences in English as well as develop an attractive academic offer for English-speaking students.

THIRD – STAGES

This contract obliges DALHOUSIE to perform the following activities:

Part One

Professional Development Certificate in English-Medium Instruction [PDC-EMI]

In this framework, twelve (12) University personnel will attend the Professional Development Certificate in English Medium Instruction (PDC-EMI) with focus on initial training in the content and language integrated learning (CLIL) methodology to support English Medium Instruction.

Details

- PDC-EMI Module 1: Introduction to CLIL in an EMI context
- PDC-EMI Module 2: Language for Teaching in an EMI context
- PDC-EMI Module 3: CLIL Management & Assessment
- PDC-EMI Module 4: Implementation of CLIL practices in an EMI context

Course Description

The 90-hour PDC-EMI supports the professional development of university faculty, lecturers and researchers to become more effective teachers in their second or additional language: English. The certificate program prepares educators to adapt their language, teaching methodologies and assessment practices to account for both the content and language, in order to make their teaching more effective in an environment where English may not be the first language of most students.

This course is delivered in English and 100% online.

Part Two

Implementation of Internationalization of the Curriculum Initiatives



This is a course for those who lead and/or implement internationalization of the curriculum initiatives in the Latin American HE setting. The focus of this course is around practical implementation of the theoretical and pedagogical principles driving such aspects of internationalization of the curriculum as English-medium instruction, internationalization at home, and teaching and learning in diverse classrooms. Tools and techniques for program design and innovation, curricular reform and pedagogical development for faculty, and assessment and review will be developed to enable participants to more effectively lead the processes of internationalization of the curriculum at their institution. Total hours will be 20 and there is no limitation to the number of participants.

This course is delivered in English and 100% online.

A certificate of acknowledgement of receipt will be signed by the Vice rector of Academic Affairs and the Vice rector of Outreach and Public Engagement at USACH.

Part Three

EMI Portfolio

The EMI Portfolio course allows those who have completed the PDC-EMI to extend and deepen their skills in the area of EMI and CLIL methodology. Supervised by an instructor, each participant defines a project suitable for their context, such as a practical capstone project, small-scale research project or portfolio proposal, and carries it out. Portfolio projects might include designing curriculum or materials for a specific EMI course, developing an EMI teaching portfolio of lessons taught in English, or adapting a face-to-face EMI course to online.

This course is delivered in English and may be partially executed in online format or on site. Should onsite delivery not be possible during the term of this agreement, funds allocated for on-site delivery may, at USACH's sole option, be reimbursed to USACH or used by Dalhousie for future USACH course delivery.

Part Four

Leading Professional Learning in International Higher Education

In this course, participants will develop their capacity to design and lead effective, dynamic peer training programs to support internationalization of the curriculum at their institution. Drawing on the principles of adult learning and active pedagogies, various aspects of program design and delivery are covered, from needs assessments and development of learning outcomes, to fostering engagement, assessing learning, and the art of critical feedback. The curriculum is grounded in the

principles of Universal Design and emphasizes a need for equity, diversity, and inclusion awareness. Participants will build on their existing pedagogical skills and theoretical knowledge to develop practical tools to support teaching and learning and foster an on-going professional learning community around internationalization of the curriculum. This course is delivered in English.

FOURTH – IMPLEMENTATION & SUPERVISION

DALHOUSIE will implement the work stated in the preceding clauses using their own team of professionals and they will not be able to transfer, nor assign, either partially or totally, the contractual obligations.

For the purposes of this contract the following people will act as supervisors: on behalf of the UNIVERSITY, Aniek van den Berg, Director of the Department of International Relations, and on behalf of DALHOUSIE, the direct contact will be Mr. David Packer, Director of Dalhousie English Language Programs.

The obligations and services described in this Clause, which will be provided by DALHOUSIE, will have a solitary and indivisible nature.

The provision of professional services of DALHOUSIE will be carried out 100% online, with the notable exception of Part Three, if possible, but all parts using Dalhousie's Learning Platform – Brightspace - and accompanying software that will enable fulsome participation of USACH faculty.

FIFTH – PRICE AND METHOD OF PAYMENT

For the services provided, the provider of the service will receive a remuneration according to the following schedule:

For the services provided, the provider of the service will receive a remuneration of **CAD 17680** (seventeen thousand and six hundred and eighty Canadian dollars) equivalent to Chilean pesos at the day of payment.

Fees

Program	Details	Total \$CAD
Course Name	Total hours	n/a
Professional Development Certificate in English-Medium Instruction [PDC-EMI]	Module 1 (22.5 hours)	CAD \$2195
	Module 2 (22.5 hours)	CAD \$2195
	Module 3 (22.5 hours)	CAD \$2195
	Module 4 (22.5 hours)	CAD \$2195
Implementation of Internationalization of the Curriculum Initiatives	(20 hours)	CAD \$1200
EMI Portfolio	(20 hours)	CAD \$1200
	Onsite Program Delivery Fee	CAD \$5300
Leading Professional Learning in International Higher Education	(20 hours)	CAD \$1200
TOTAL		CAD \$17680

The payments and payment schedule are as follows (\$ CAD):

The payment will be made for the total amount in December 2020. A certificate of acknowledgement of receipt will be signed by the Director of International Relations at USACH.

The payment to Dalhousie, which for the purposes of this contract are the service providers, and who will receive the payments and will duly declare the payment for accounting and tax purposes, will be made by electronic transfer to the following account:

Dalhousie Bank Account Number: 33993-00892-14

Transit Number: 33993-002

Swift Code: NOSCCATT

Account Name: Dalhousie University

Bank: Bank of Nova Scotia



Address: 5201 Duke Street, Halifax, Nova Scotia, B3J 1P3, Canada

Payee/Beneficiary: Dalhousie University

Reference Code: CCE – USACH EMI Contract

SIXTH – TERM FOR IMPLEMENTATION

The term that the program comprises will be executed between January 2nd and December 31st of 2021. However, these dates may be re-scheduled by an agreement of both parties.

SEVENTH – OWNERSHIP OF THE MATERIAL

All intellectual property created by Dalhousie pursuant to their obligations under this Agreement (collectively, the “Work Product”) will remain the sole and exclusive property of Dalhousie. All background intellectual property of Dalhousie in the Work Product also remains the sole and exclusive property of Dalhousie.

Dalhousie provides a non-exclusive, non-transferrable, royalty-free license for the University to use the Work Product for teaching, research or academic purposes that are non-commercial in nature. The University shall provide appropriate attribution to Dalhousie when using the Work Product for these purposes. Except as permitted by this section, the University is not permitted to employ, deliver, reproduce, adapt or otherwise use the Work Product for any other purpose without the specific prior consent of Dalhousie.

EIGHTH – CONFIDENTIALITY

The University is bound not to disclose information and / or documents that have been delivered to it by DALHOUSIE, or of which it has become aware during the communications, in person or not, within the framework of this certification contract. This obligation extends to the personnel of the University that participates in said certification, or any other employee of the same who has access to the information. Notwithstanding the foregoing, the University may make use of the Information for research and teaching purposes, always seeking not to disclose information that may affect DALHOUSIE.

DALHOUSIE are bound to maintain confidentiality and to not disclose the information and/or documents entrusted to them by THE UNIVERSITY, or those of which they may have become aware during the course of the implementation of the Project and the services provided. This obligation

extends to the staff that DALHOUSIE may employ for the performance of the tasks of the Project, or any other assistants that could have access to the information, with whom DALHOUSIE shall have to enter into the respective confidentiality agreements.

NINTH – NON-TRANSFER OF RIGHTS

It is hereby stated for the record that DALHOUSIE will not be able to assign or transfer any of the rights or obligations arising from this instrument, under any circumstances, without the previous written consent of THE UNIVERSITY.

TENTH – EARLY TERMINATION

The contract will end early in concordance to the causes signed below, and producing the following effects:

The contract will end early due to the causes, and producing the effects, stated below:

- a) Due to a mutual agreement of the parties, stated in writing: The parties, by mutual agreement, will be able to establish reimbursements of funds. If no explicit agreement between the parties exists, there will be no reimbursements of funds due to this ground.
- b) By disposition of the UNIVERSITY, upon previous written request to the counterparty with at least 30 days of notice from the requested termination. In any case, the activities that might have been initiated at the date of the unilateral termination request will not be suspended or terminated. In the case that there are payments pending or activities that have not started at the date of termination, they will not proceed. The parties will be able to agree on different compensation agreements in the case of unilateral early termination, seeking an adequate and fair protection to the legitimate interests of the parties.
- c) Due to circumstances for which THE UNIVERSITY cannot be held accountable and which prevent it from maintaining the financing of the contract under the terms agreed. The aforementioned, due to the fact that the financing of the activities contracted from DALHOUSIE will come from CORFO. The UNIVERSITY will have to communicate this circumstance within five consecutive days of its occurrence. In the event of this circumstance, there will be no reimbursement of the funds already paid by THE UNIVERSITY to DALHOUSIE.

Notwithstanding the foregoing, in the event of early termination, the University shall pay Dalhousie such compensation as Dalhousie is entitled to receive under this Agreement for those work actually rendered already completed and/or expenses actually incurred up to the date of early termination. Dalhousie shall provide supporting invoices and reliable documentation of incurred expenses.

ELEVENTH – ADDRESS, RESOLUTION OF DISPUTES AND COMPETENCE

For all legal effects derived from this contract, the University designates the city of Santiago as its sole and special address. Dalhousie's address for notice is: Provost & Vice-President Academic, 6299 South Street, PO Box 15000, Halifax, Nova Scotia, B3H 4R2, Canada.

This contract is subject to the Nova Scotia laws and the laws of Canada applicable therein. Any disagreement arising from the interpretation or application of this agreement will be resolved through direct negotiation between the parties, committing themselves to make all reasonable efforts to resolve them in an amicable manner, through negotiations and direct discussions between the people authorized by each party for such effect. In the case that no amicable agreement would be possible, the parties agree to subject themselves to the courts of Nova Scotia, Canada. At any time, one party may propose to the other party a modification of this contract in writing.

TWELFTH – DECLARATION OF ABILITY

By agreeing to this contract, DALHOUSIE declares that it is not affected by the disability causes to contract with the State of Chile, established in the article 4 of the law n°19.986, stated below:

1. To have the status of executive officer of the University of Santiago de Chile.
2. To have the status of spouse of an executive officer of the University of Santiago de Chile, or to be united to him as a child, adopted or relative up to the third degree of consanguinity and second of affinity inclusive.
3. In case of:
 - a) Societies of persons: having among its partners, managers, directors, representatives or administrators, executives of the University or persons related to them through the links described.
 - b) Corporations closed or limited by shares: have among their shareholders, managers,

directors, representatives or administrators the executives of the University or the persons related to them by the links described.

c) Open anonymous companies: have among their shareholders, when they own more than 10% of the shares, executives of the University or persons related to them by the links described.

4. To have the status of manager, director, representative or administrator of a company that is in the situations contemplated in letters a), b) or c) above.
5. Have been convicted for anti-union practices, violation of the fundamental rights of the worker or for the competitive offenses established in articles 463 and following of the Penal Code, within 2 years prior to the presentation of the offer, formulation of the proposal or subscription to the convention.

Finally, the UNIVERSITY declares that it is not currently affected by the prohibition of holding acts and contracts with State agencies, as a consequence of crimes of money laundering, bribery and financing of terrorism, in accordance with Law No. 20,393.

THIRTEENTH – EMPLOYMENT LIABILITY

DALHOUSIE will have to comply with all the labor and social insurance obligations of their employees providing services under this contract, without there being responsibility of any type for the UNIVERSITY. Such persons will not be in any case employees or workers under subordination or dependence of the UNIVERSITY.

FOURTEENTH – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same agreement. Signatures delivered in PDF, JPEG or other electronic format or by facsimile shall be effective.

FIFTEENTH – LEGAL CAPACITIES

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° 241 of August, 9, 2018.

SIXTEENTH – FORCE MAJEURE

Force Majeure: Neither party shall be liable to the other or any student or be deemed to be in breach of this agreement as a result of suspension or termination of services, courses, classes or programs caused by reason of fire, strikes, lockouts, riots, weather, unavoidable disaster, war, terrorism, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction (including, but not limited to COVID-19), damage to the Parties' property, lawful acts of public authorities or for any other cause beyond the reasonable control of either party. Specifically in relation to COVID-19, but not to limit the foregoing, this limitation of liability applies to either party's decision, made on an organization-wide basis and in good faith, to control the spread of the virus leading to COVID-19, even if exceeding the then current government requirements.

The affected Party prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the affected Party. In such instance, the Parties will make best efforts to determine an appropriate course of action, which may include suspension or termination of this Agreement.

The Parties have duly executed this Agreement with effect as of the date specified above.



Matt Hebb
Vice-President, Government and Global Relations
Dalhousie University



Sr. Juan Manuel Zolezzi
Rector
Universidad de Santiago de Chile

