

REPÚBLICA DE CHILE
UNIVERSIDAD DE SANTIAGO DE CHILE
DEPARTAMENTO DE RELACIONES INTERUNIVERSITARIAS E
INTERNACIONALES

**APRUEBA CONVENIO ENTRE LA UNIVERSIDAD DE
SANTIAGO DE CHILE Y LA UNIVERSITY OF
NOTTINGHAM (REINO UNIDO).**

SANTIAGO, 24/01/2022 - 1120

VISTOS: El DFL. N° 149 de 1981, del Ministerio de Educación, el Decreto Universitario N° 755 de 1988 y la Resolución N° 1117 de 1995, la Resolución N° 6 Y 7, de 2019, de la Contraloría General de la República.

CONSIDERANDO:

La importancia para la Universidad de Santiago de Chile de promover la cooperación académica e interinstitucional e internacional y fomentar las relaciones bilaterales de carácter académico.

RESUELVO:

APRUEBESE el convenio, suscrito entre la Universidad de Santiago de Chile y la University of Nottingham, Reino Unido, con fecha 11 de julio de 2019 y cuyo texto es el siguiente:



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MEMORANDUM OF AGREEMENT – DUAL AWARD MASTERS PROGRAMME

University of Nottingham Campuses included in agreement: Nottingham

This **AGREEMENT** is made on the _____ :

between

THE UNIVERSITY OF NOTTINGHAM, a University established and existing under the laws of the United Kingdom, and having its principal place of business at University Park, Nottingham, NG7 2RD, United Kingdom (hereinafter referred to as "Nottingham"); represented by its Pro-Vice Chancellor for Global Engagement, Professor Robert Mokaya.

and

THE UNIVERSIDAD DE SANTIAGO DE CHILE a University established and existing under the laws of Chile, and having its principal office at office Av Libertador Bernardo O'Higgins 3363, Santiago, Estación Central, Región Metropolitana, Chile hereinafter referred to as "UdeSantiago de Chile"; represented by its Rector, Dr. Juan Manuel Zolezzi Cid and the Dean of the Faculty of Engineering, Msc. Juan Carlos Espinoza Ramírez.

Each a "party" and together the "parties"

1. SCOPE OF THE AGREEMENT

- 1.1 Nottingham and UdeSantiago de Chile have agreed to collaborate in the provision of degree-level programmes leading to Nottingham and UdeSantiago de Chile awards. This will be between the Faculty of Engineering and its Department of Electrical and Electronic Engineering at Nottingham and the Faculty of Engineering and its Department of Electrical Engineering at UdeSantiago de Chile
- 1.2 This non-exclusive agreement is specifically limited to the programmes detailed in Table One below. Anything further will be subject to a separate agreement.
- 1.3 This is the 1st generation of this agreement.
- 1.4 The definitions in Annex 2 shall apply.

2. DETAILS OF THE PROGRAMME

- 2.1 Eligible students under this agreement, who successfully complete UdeSantiago de Chile's and Nottingham's courses by following the prescribed route(s) explained in Table One (hereinafter referred to as "programme(s)"), shall be eligible to have conferred upon them the dual degree awarded separately by UdeSantiago de Chile and Nottingham as set in Table One, in line with usual procedures for issuing dual awards. The parties agree that upon successful completion of the *ITP (Innovation Twinning Programme) - Dual Masters programme* students shall be eligible for the awards of:
 - *MSc in Power Electronics and Drives, Faculty of Engineering* at the University of Nottingham
 - *MSc in Engineering Sciences, mention Electrical Engineering, Faculty of Engineering* at Universidad de Santiago de Chile.



- 2.2 Eligible students under this agreement undertake the dual programmes as outlined in Table One. There will be two pathways for the *ITP Dual Masters programme*. Students will undertake two taught Semesters followed by a 2-semester research project.

Path	Partner Course title and award	Nottingham course title and award	Start, mode of study	Description of the pathway
1	MSc in Engineering Sciences	MSc in Power Electronics and Drives	September, full time, 2 years	<p>Year 1</p> <p>Starting in Nottingham, two full taught semesters (120credits) + 60 credits of Nottingham dissertation, joining existing MSc cohort.</p> <p>Year 2</p> <p>Proceeding to UdeSantiago de Chile in Year 2 (subject to entry req). Taught credits gained at Nottingham to be credited towards UdeSantiago de Chile award, while Nottingham dissertation to form a base for research phase required to satisfy UdeSantiago de Chile requirements for MSc. Year 2 doesn't count towards Nottingham award.</p>
2			March, full time, 2 years	<p>Year 1</p> <p>Students commence in UdeSantiago de Chile with taught semester of 60 credits (to contribute towards Nottingham award) followed by research semester (to meet requirements of UdeSantiago de Chile only)</p> <p>Year 2</p> <p>Students to proceed to Nottingham (subject to entry req), joining existing cohort for MSc students in late January and following Spring semester of taught modules and summer dissertation. 60 taught credits gained at UdeSantiago de Chile to contribute towards Nottingham award. In second semester students to undertake research semester to meet UdeSantiago de Chile requirements only.</p>

Table One

- 2.3 Programme will be delivered and assessed in English.
- 2.4 Table One indicates if any programme(s) have been approved by any Professional, Statutory and Regulatory Body (PSRB). Where relevant, PSRB has been informed of this agreement and will be informed of any changes to the Nottingham programme or this agreement.
- 2.5 This agreement covers student entry to the programme(s) from 2019 to 2023. Entry points are September and March annually depending on the university at which the student is starting.

3. MANAGEMENT OF PROGRAMME

- 3.1 Management of the UdeSantiago de Chile courses as listed in Table One shall remain the responsibility of UdeSantiago de Chile. Management of Nottingham courses as listed in Table One remain the responsibility of Nottingham.
- 3.2 Contact details for the key personnel at each party are set out at Annex 1. Any change in key personnel must be notified as soon as practicable to the other party.
- 3.3 The responsibilities of the Nottingham and UdeSantiago de Chile key personnel in Annex 1 will be as follows:
- a) ensuring that all necessary colleagues within Departments, Schools or Faculties are kept informed about matters relating to the programme(s);
 - b) acting as a channel of communication between the relevant colleagues at Nottingham and UdeSantiago de Chile;
 - c) notifying each other of any academic or administrative changes to the programme(s) as soon as practicable or as may be specified in writing by either party;
 - d) ensuring that information about programme(s) and assessments are communicated as soon as practicable or as may be specified in writing by either party;
 - e) undertaking periodic monitoring and review of the programme(s) by means of email, video conference or face to face meetings.
- 3.4 At least one member of staff from Nottingham will usually visit UdeSantiago de Chile each year, and at least one member of staff from UdeSantiago de Chile will usually visit Nottingham each year. The funds for visits will be provided by each Partner for their staff. Both parties agree to prepare and keep a written report of such visits and make this available to each other on request for monitoring and audit purposes. Other communication will generally be by email or video conference as appropriate.

4. RECRUITMENT, ADMISSION AND VISA

- 4.1 The target student numbers are two for each year. If there is any reason to amend these targets Nottingham and UdeSantiago de Chile will ensure that discussions take place between the key personnel as soon as practicable.
- 4.2 The target market are undergraduate students at both Nottingham and UdeSantiago de Chile, but does not exclude other applicants.
- 4.3 In relation to recruitment activities to dual programme(s), parties in consultation with each other shall:
- a) inform students of current entry requirements to both parties;
 - b) provide students with advice and guidance on the application procedures;



- c) oversee and co-ordinate student applications in the requisite format and shall inform each other of any candidates, prior to the date on which the students are due to commence the programme(s).
- 4.4 Parties reserve the right to undertake independent marketing and recruitment activities to the dual courses.
- 4.5 Partners will consider applications from potential students identified and referred by the other party, but neither party will have authority to offer places to students on dual programme, without prior consultation. If UdeSantiago de Chile does not accept the student, the student will not be admitted to the ITP Masters Programme, but may still continue on Nottingham course. If University of Nottingham does not accept the student, the student will not be admitted to the ITP Masters Programme, but may still continue on UdeSantiago de Chile course.
- 4.6 Students will state interest in the *ITP Master's program* during the application process (in their personal statement) and apply to Nottingham via OAA www.nottingham.ac.uk/pgstudy/how-to-apply/how-to-apply.aspx Nottingham and UdeSantiago de Chile will liaise to ensure that the student can be offered a place on the programme. Decisions on student's suitability to dual programme will be made jointly by both parties.
- 4.7 For Path 1 applications from students to commence in Semester I (September to January) at the University of Nottingham must reach to the University of Nottingham by May of that year.
- For Path 2 applications from students to commence in Semester I (March-July) at the UdeSantiago de Chile must reach UdeSantiago de Chile by October of the previous year.
- 4.8 Admissions standards and eligibility shall be in accordance with standard UdeSantiago de Chile admissions policies at UdeSantiago de Chile point of entry, and standard Nottingham admissions policies at Nottingham point of entry.
- At the time of this agreement, students must satisfy the following entry requirements to enter Nottingham:
- a) Students who do meet the 60 % minimum threshold for the course at the end of Semester 2.
 - b) IELTS with an overall score of 6.5 and no less than 6.0 in any element (or recognised Nottingham equivalent) within two years prior to registration on the programme;
 - c) Student securing the relevant visa to enable them to study the dual programme(s).
- At the time of this agreement, students must satisfy the following entry requirements to enter UdeSantiago de Chile:
- a) Students who do meet the 60 % minimum threshold for the course at the end of Semester 2
 - b) The UoN's students who apply to the programme must demonstrate (where applicable) that they have the relevant Spanish language qualification. In order to be enrolled at UdeSantiago de Chile, students for graduate programs must have Spanish language proficiency equivalent to (B2) of CEFR (Common European Framework of Reference for Languages Studies). Students who pass Spanish requirements for UdeSantiago de Chile will be considered to have an appropriate level of Spanish for the ITP programme.
 - c) Student securing the relevant visa to enable them to study the dual programme(s).



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- 4.9 Both parties reserve the right to change entry requirements. Nottingham may also be required to change the English language requirements as a result of changes made by the Home Office to the requirements applicable to international students coming to the UK for the degree level study.
- 4.10 Nottingham and UdeSantiago de Chile will issue visa letters to students who are accepted for dual degree in accordance with its normal procedures, for the relevant periods of study as outlined in Table One. Neither party accepts liability to the other party or any student who is unable to commence the dual programme due to a failure to obtain the necessary visa or for their failure to comply with their visa requirements.
- 4.11 Nottingham guarantees to offer University arranged accommodation, at standard cost, to each student under this agreement, for the duration of the Nottingham course, provided that a student admitted to this agreement applies for such accommodation by 31st May immediately before commencement of the programme.
In the case of UdeSantiago de Chile, the university shall assist students to find suitable housing.

5. RULES AND REGULATIONS

- 5.1 Students shall be subject to the rules and regulations of the party where they are currently studying, as outlined in Table One. Regulations have been checked for consistency and it is not expected that there will be any conflicts. Should any conflict occur, both parties will negotiate the appropriate outcome to ensure that both sets of regulations are met. Parties reserve the right to amend their regulations from time to time and will inform each other of any significant, pertinent amendments.
- 5.2 Details on regulations for taught degree programmes can be found in:
a) the Quality Manual for Nottingham:
<https://www.nottingham.ac.uk/academicsservices/qualitymanual/postgraduate-taught-programmes/postgraduate-taught-programmes.aspx>
b) for UdeSantiago de Chile at:
<http://www.die.usach.cl/magister-en-ciencias-de-la-ingenieria-mencion-ingenieria-electrica>
and detailed programme(s) requirements are laid out in the programme specification for Nottingham and for UdeSantiago de Chile
- 5.3 Complaints and appeals by students on the dual programme, depending on their nature, shall be dealt with by the relevant party in accordance with its complaints and appeals policy and procedure, with the parties working together to resolve the matter. Complaints linked to Nottingham will be dealt with under the Nottingham Student Complaints Policy: <http://www.nottingham.ac.uk/academicsservices/qualitymanual/student-engagement-and-complaints/studentcomplaintspolicy.aspx> while at UdeSantiago de Chile they will be dealt with under the Academic Offences Policy and Procedure established in the Exempt Decree N°206 of 1986: <https://documentos.contraloriausach.cl/files/lex/D86206.pdf>. Both parties shall ensure that all policies are available to students respectively.
- 5.4 Students who have submitted a complaint or appeal to one of the parties will be expected to complete the procedure of that party and will not be permitted to pursue the same complaint or appeal at the other party. Each party shall on the request of the other, make available relevant information and documents relating to the outcome of a student's appeal or complaint dealt with under that party's procedures. Such information and documents is required by Nottingham in order that it can comply with the requirements of the Office of the Independent Adjudicator (OIA) in the UK.



- 5.5 Students shall be subject to the Nottingham Academic Misconduct Policy: <http://www.nottingham.ac.uk/academic-services/qualitymanual/assessment/academic-misconduct.aspx> and to the UdeSantiago de Chile Academic Offences Policy and Procedure established in the Exempt Decree N°206 of 1986: <https://documentos.contraloriausach.cl/files/lex/D86206.pdf>. Both parties shall ensure that all policies are available to students respectively.
- 5.6 Nottingham and UdeSantiago de Chile shall ensure that all members of staff involved in the delivery of or support for the programme(s) are fully aware of Nottingham and UdeSantiago de Chile definitions of what constitutes academic misconduct and the policies and procedures for Academic Misconduct and Academic Appeals.
- 5.7 Nottingham and UdeSantiago de Chile shall ensure that information is made available to students prior to their acceptance of an offer on the relevant programmes about which rules and regulations apply to them during their period of study.
- 6. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS**
- 6.1 Nottingham and UdeSantiago de Chile will be responsible for maintaining student records for dual programme(s) in accordance with their standard procedures for taught students at each party.
- 6.2 Students enrolled on dual programme(s) will be registered students of UdeSantiago de Chile throughout the programme and of Nottingham only during the periods of Nottingham study, as outlined in Table One. Students on the programme(s) will have available to them the facilities and resources available to standard taught students during the periods of registration with the respective party.
- 7. LEARNING ENVIRONMENT AND INFRASTRUCTURE**
- 7.1 As at the date of this agreement, Nottingham and UdeSantiago de Chile agree that the learning experience at UdeSantiago de Chile is comparable to that at Nottingham. Nottingham requires that the UdeSantiago de Chile continues to ensure that the student is offered this comparable learning experience at UdeSantiago de Chile.
- 7.2 Both Nottingham and UdeSantiago de Chile confirm that they will ensure that disabled students are able to participate in all aspects of the academic and social life of the relevant party, in accordance with their own infrastructure regulation and circumstances.
- 7.3 All staff engaged in the delivery or support of the relevant dual programme(s) shall be properly qualified for their role. Nottingham and UdeSantiago de Chile shall ensure that adequate systems are in place for staff recruitment and staff development.
- 7.4 Nottingham and UdeSantiago de Chile shall continually monitor the comparable learning experience for the students throughout the term of this agreement and shall discuss any short falls as necessary. Any party may ask the other to update their learning infrastructure during the lifetime of this agreement.
- 8. PROGRESSION AND ASSESSMENT**
- 8.1 Progression, assessment, reassessment and awards will be in accordance with the policies and regulations of the party where the student is studying, in line with the pattern outlined in Table One. Students who do not meet the 60% minimum threshold for the course at the end of Year 1 (Pathway 1) will only be eligible to receive a

Nottingham award. In such cases, entry to the programme will be at the discretion of the UdeSantiago de Chile. Students who do not meet the 60% minimum threshold for the course at the end of Year 1 (Pathway 2), will only be eligible to continue towards a UdeSantiago de Chile award. In such cases, entry to the programme will be at the discretion of the University of Nottingham

- 8.2 Results are to be ratified by an examination board in accordance with the policies and procedures at the relevant party.
- 8.3 Academic advice and feedback will be provided in line with standard practices at each party while students are studying there.

9. QUALITY ASSURANCE

- 9.1 The dual arrangement described in this agreement will be subject to standard quality assurance policies and procedures as laid out:

- a) for Nottingham, in the Quality Manual: <http://www.nottingham.ac.uk/quality-manual/>;
- b) for UdeSantiago de Chile at <http://www.die.usach.cl/magister-en-ciencias-de-la-ingenieria-mencion-ingenieria-electrica>.

Parties reserve the right to amend these policies and procedures. Parties will be informed of any significant, pertinent amendments. To inform these processes, Nottingham requires UdeSantiago de Chile to provide on request appropriate information about the conduct of the relevant programme(s) including staff, student and learning provision matters.

- 9.2 Nottingham has reviewed the content and standards of the UdeSantiago de Chile course(s) in order to recognize the award as dual. UdeSantiago de Chile will notify Nottingham of any changes to the UdeSantiago de Chile course(s), which may affect the suitability of dual arrangement.
- 9.3 As the degree-awarding bodies, both Nottingham and UdeSantiago de Chile have responsibilities for ensuring the quality of education leading to an award made by each respective parties.
- 9.4 Nottingham will carry out annual monitoring of the dual programme(s) and a renewal review of the dual programme(s) during the 12 months prior to the expiry of this agreement, in line with its quality assurance procedures.
- 9.5 UdeSantiago de Chile will at its own expense co-operate with Nottingham in any review process and will comply with any requirements imposed by Nottingham as a result of the review and vice versa.
- 9.6 If at any time Nottingham or UdeSantiago de Chile believes that the quality of a dual programme(s) is in question, they may carry out a formal review in accordance with their quality assurance procedures.
- 9.7 Nottingham will appoint an external examiner to its programme following the standard University procedures.

10. GRADUATION, CERTIFICATION AND TRANSCRIPTS

- 10.1 Upon successful completion of all the requirements established in this dual programme(s), students will receive a separate award from Nottingham and a separate



award from UdeSantiago de Chile as specified in Table One, both at the end of student's year 2.

- 10.2 The awarding parties shall have sole responsibility for awarding their separate certificates and diploma supplements/transcripts and for arranging their graduation ceremonies, in relation to the dual programme(s).
- 10.3 Diploma supplement will state that the award is dual with the other party, in line with standard regulations of each party.
- 10.4 Students will be sent information regarding graduation during their final year of study in line with standard procedures for graduation at both parties and will graduate at both.

11. PUBLICITY

- 11.1 UdeSantiago de Chile through its Faculty of Engineering and its Master Program in Engineering Sciences mention Electrical Engineering and Nottingham shall be responsible for the marketing and promotion of the dual arrangements, as outlined in Table One.
- 11.2 Each party shall approve copies of any publicity and promotional material produced by the other party in relation to the dual programmes. Neither party will use the name or logo of the other in any form of publicity without the written permission of the other.

12. FINANCIAL ARRANGEMENTS

- 12.1 There shall be no financial arrangement between UdeSantiago de Chile and Nottingham in relation to this agreement. Nottingham and UdeSantiago de Chile through its Faculty of Engineering and its Master Program in Engineering Sciences mention Electrical Engineering shall bear their own general administrative costs in relation to the management of the dual programme(s).
- 12.2 Students shall be personally liable for the payment of tuition fees to UdeSantiago de Chile for the first part of their programme(s) and to Nottingham on entry to Nottingham part of their programmes(s). Students shall also be responsible for the payment of all other expenses incurred in relation to their study at both parties including accommodation, travel costs, living expenses and visa applications. Payments shall be made by the individual students. Payment to UdeSantiago de Chile shall be made in Chilean Pesos and payment to Nottingham shall be made in Sterling Pounds.
- 12.3 Fees for all courses at Nottingham are updated annually and can be found at <http://www.nottingham.ac.uk/fees>, for all courses at UdeSantiago de Chile can be found at <http://www.die.usach.cl/magister-en-ciencias-de-la-ingenieria-mencion-ingenieria-electrica> Nottingham is responsible for setting the tuition fees for their courses, and UdeSantiago de Chile is responsible for setting tuition fees for their courses. Nottingham and UdeSantiago de Chile each reserve their right to increase its tuition fees in future academic years.
- 12.4 Nottingham Faculty of Engineering has agreed to offer scholarships to students on the ITP Dual Masters programme pathways at Nottingham. The scholarships will be 20% of the full international tuition fee.
- 12.5 Each party shall check with the other all fee information prior to advertising any opportunities and ensure that the correct information is included in any publicity advertising.



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13. REGULATORY REQUIREMENTS

- 13.1 Parties shall ensure that they comply with all local legislation and/or other regulatory requirements relevant to this agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this agreement was entered into or from a later date) are secured and maintained for the duration of this agreement.
- 13.2 Parties shall promptly notify each other if there is any change in local legislation or other regulatory requirements relevant to this agreement.
- 13.3 The parties will comply with any requirements or guidance relevant to this agreement issued by the Office for Student's for England, the Quality Assurance Agency or any other replacement or relevant UK regulatory body.
- 13.4 Parties shall co-operate with any audit or monitoring visit carried out by any relevant UK regulatory body and shall provide such body with any information it reasonably requests as part of such audit or monitoring visit.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1 The parties agree that any copyright or other IPR for the programme(s) created by either of the parties shall be vested in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties. If any materials are developed jointly by the parties any copyright or other Intellectual Property Rights in those materials shall be vested in and owned by the parties jointly unless otherwise agreed in writing.
- 14.2 Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party's obligations and exercising their rights under this agreement. Intellectual property rights of thesis and others works made by students belong to those students unless otherwise is regulated in a specific document signed by student and the academic staff of the respective institution.
- 14.3 Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any of its Intellectual Property Rights which comes to a party's notice and both parties shall do all such things as may be reasonably required to assist in taking or resisting any proceedings in relation to any such infringement.

15. LIABILITY AND INDEMNIFICATION

- 16.1 Each party shall be liable for any loss, damage or injury to the other party relating from the negligence or wilful misconduct of the first party, and each party agrees to indemnify, defend and hold harmless the other party against any cost, claim or damage resulting from such negligence or wilful misconduct.
- 16.2 Each party agrees to maintain appropriate insurance to cover its liabilities under this agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the other party.



16. FREEDOM OF INFORMATION

- 16.1 Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable the other to comply with the information disclosure requirements under the FOIA and/or the EIR.
- 16.2 Where a party receives a request for information which relates in any way to this agreement it shall notify the other party within five working days of receipt of such request for information.
- 16.3 Where a party receives a request for information in relation to information which it has received from the other party, the first party shall use all reasonable endeavours to notify the other party within two working days of receipt of the request for information.
- 16.4 The parties acknowledge and agree that the party receiving the request for information shall be responsible for determining at its absolute discretion whether the information of the other party held by it, or on its behalf, is to be disclosed or is exempt from disclosure under the FOIA and/or the EIR.

17. DATA PROTECTION

- 17.1 The parties acknowledge that Nottingham is subject to the requirements of the General Data Protection Regulation 2016/679 ("GDPR"), details of which are given at http://www.ico.gov.uk/for_organisations/data_protection/the_guide/key_definitions.aspx, and that UdeSantiago de Chile may be subject to similar legislation in Chile. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the data protection requirements imposed on them.
It is recognised that UdeSantiago de Chile is subject to the requirements of Chilean Law of protection of personal Data of which are given at <https://www.leychile.cl/Navegar?idNorma=141599>
- 17.2 Each party shall process personal data (as defined in the GDPR) as is necessary to comply with its obligations under this agreement. Where personal data relating to students is required to be shared between the parties, the parties shall process this in accordance with the terms of the GDPR. In particular, the parties:
- a) Shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of personal data;
 - b) Shall adopt and maintain a written security policy in relation to personal data processed by them and shall ensure that all of their employees are aware of and abide by its provisions.

18. CONFIDENTIALITY

- 18.1 Subject to clause 18.2 each party shall keep confidential all matters relating to this agreement and any information that it may acquire in relation to the other party's organisation and/or finances.
- 18.2 Clause 18.1 shall not apply to any disclosure of information that is required by law or by any relevant regulatory body; that is reasonably required by persons engaged by a party in the performance of its obligations under this agreement; where a party can

demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 19.1; which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party; or in respect of which the disclosing party has given its prior written consent to disclosure.

19. ANTI-BRIBERY

- 19.1 Each party shall conform to all applicable laws, statutes, regulations and code related to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Neither party will engage in any activity or conduct which would constitute an offence under the Bribery Act 2010. Each party will promptly inform the other of any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this agreement.
- 19.2 UdeSantiago de Chile shall comply with Nottingham's Anti-Bribery Policy as notified to UdeSantiago de Chile from time to time, and shall not do or omit to do any act that would cause or lead Nottingham to be in breach of that Policy.

20. PREVENT

- 20.1 UdeSantiago de Chile acknowledges that Nottingham is subject to the Counter Terrorism and Security Act 2015 ("Prevent Duty") which requires it to act to deal with any threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.
- 20.2 Where Nottingham has any concerns about a student on a programme or becomes aware of any other matters which require it to take action in accordance with the Prevent Duty, it shall notify UdeSantiago de Chile and UdeSantiago de Chile shall at the request of Nottingham provide Nottingham with a copy of all relevant information which is available to it in the form that Nottingham requires and shall provide all necessary assistance requested by Nottingham to report and/or take such action.
- 20.3 Nottingham shall be responsible for determining in its absolute discretion what action it needs to take and UdeSantiago de Chile acknowledges that Nottingham may be obliged under the Prevent Duty to disclose such information following consultation with UdeSantiago de Chile and having taken its views into account.
- 20.4 Without prejudice to clause 20.3 Nottingham shall use its reasonable endeavours to consult with, and take into account the views of, UdeSantiago de Chile.

21. MODERN SLAVERY

- 21.1 UdeSantiago de Chile acknowledges that Nottingham is subject to the Modern Slavery Act 2015 which requires Nottingham to act ethically and with integrity in all of its business dealings and relationships and to implement and enforce effective systems and controls to ensure that modern slavery is not taking place anywhere in its business or in any of its supply chains.
- 21.2 In performing its obligations under this agreement, UdeSantiago de Chile shall ensure that it complies with Nottingham's Anti-Slavery Policy, and shall where requested, co-operate with Nottingham to ensure that slavery and human trafficking is not taking place in any of the UdeSantiago de Chile's supply chains or in any part of its business.



22. FORCE MAJEURE

- 22.1 Neither party shall be responsible to the other party for any delay in performance or non-performance due to Force Majeure, but the affected party shall promptly upon occurrence of any such cause inform the other party, stating that such cause has delayed or prevented its performance hereunder, and thereafter such party shall take all action within its power to comply with the terms of this agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.
- 22.2 "Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this agreement.

23. EQUAL OPPORTUNITIES

- 23.1 Both parties acknowledge and accept that Nottingham is subject to the Equality Act 2010 and that UdeSantiago de Chile may be subject to relevant legislation in Chile relating to equality.
- 23.2 Each party agrees that it shall not discriminate against any applicant, student or other person connected to this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

24. NO AGENCY

- 24.1 Nothing in this agreement creates, implies or evidences any Partnership or joint venture between the parties or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

25. AMENDMENTS

- 25.1 No variation or amendment of this agreement will be effective unless it is made in writing and signed by each party's representative.

26. THIRD PARTIES

- 26.1 No one except a party to this agreement has any right to prevent the amendment of this agreement or its termination, and no one except a party to this agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

27. INSTITUTIONAL OWNERSHIP

- 27.1 Each party agrees to inform the other of any change in its legal status or ownership or any other change in its operation which could impact on the operation of this agreement.

28. ENTIRE AGREEMENT

- 28.1 This agreement including the Annexes attached hereto shall constitute the entire agreement between the parties in relation to its subject matter and supersedes all prior



agreements, understandings, discussions and representations made between the parties except for fraudulent misrepresentations.

- 28.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

29. NO ASSIGNMENT OR SUB-CONTRACTING

- 29.1 Neither party shall assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
- 29.2 Neither party may sub-contract, franchise, enter into a serial arrangement or otherwise allow a third party to perform any of its obligations under this agreement without the prior written consent of the other party.

30. NOTICES

- 30.1 Any notice in connection with this agreement shall be in writing (but not by email) and addressed to the recipient at the address set out at the beginning of this agreement (or such other address as may be notified in writing from time to time). The notice shall be deemed to have been duly served: if delivered by hand, when left at the proper address for service; if sent by courier or recorded delivery, on the date of receipt; or if sent by post, two business days after postage (14 days in the case of airmail). The address for the parties are stated at the beginning of this agreement (or such other address as may be notified in writing from time to time).

31. GENERAL

- 31.1 The provisions of this agreement are severable and distinct from one another, and if at any time any clause or part of this agreement becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 31.2 No failure or delay by either party to exercise any right, power or remedy under this agreement will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 31.3 References to any statutory or other legislative provision in this agreement are references to that legislation as it applies in England, and shall be interpreted to include any subsequent amendments to that legislation or any secondary legislation made under it.
- 31.4 The English language version of this agreement shall be regarded as the authoritative version notwithstanding that it may be translated into another language.

32. DISPUTE RESOLUTION

- 32.1 Each party shall make every effort to resolve amicably, by direct informal negotiation and consultation, any dispute arising between them in connection with this agreement. In the first instance each of the parties shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. If the matter in dispute is not resolved the parties shall arrange for the Vice-Chancellor of Nottingham and the Master



Programme Director of the UdeSantiago de Chile to meet in order to resolve the dispute. If these meetings fail to reach a resolution then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or any other mediation procedure that the parties may agree.

- 32.2 Both parties agree not to divulge the details of any dispute to a third party (other than legal representatives).
- 32.3 Both parties agree to co-operate in dealing with or defending with any claim by a student, employee or third party arising out of the operation of this agreement, including any complaint to the Office of the Independent Adjudicator (OIA).

33. DURATION OF THE AGREEMENT AND TERMINATION

- 33.1 This agreement shall commence on the last date signed below and shall continue for a period of five (5) years, unless terminated before that time in accordance with this clause 33. First intake of students is in January 2019, last intake of students covered under this agreement will be in January 2023. To this effect, the parties will sign eight (8) original copies, four (4) in English and four (4) in Spanish. Each text being equally authentic.
- 33.2 This agreement may be renewed for a further period subject to a satisfactory renewal review in accordance with clause 9.4 above. Either party may terminate this Agreement by giving at least one year's written notice by recorded delivery to the other party.
- 33.3 Either party may by notice to the other party terminate this agreement forthwith in writing by recorded delivery if the other:
- a) Is in material breach (which may consist of a series of minor breaches) of any of the terms of this agreement and, where the breach is capable of remedy, fails to remedy such breach within two months of service of a notice from the party not in breach specifying the breach and requiring it to be remedied;
 - b) Has a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, or has passed a resolution for, or an order is made for, its winding up, or the equivalent of any of the above occurs in the jurisdiction to which that party is subject;
 - c) Is subject to a change of control, such as a merger or take-over;
 - d) Acts in a way deemed by the other party to bring, or be likely to bring, the other party into disrepute or to damage its reputation.
- 33.4 Either party may terminate this agreement forthwith by notice, by recorded delivery to the other if, in that party's reasonable opinion, the academic standards of the other party's awards or the learning opportunities provided to students are at serious risk, or if either party fails to comply with any requirements imposed by the other as a result of a review carried out in accordance with section 9.4, 9.5 or 9.6.
- 33.5 Where this agreement terminates for any reason or where notice to terminate this agreement has been given in accordance with this clause 34, the parties shall:
- a) Cease to promote or market the programme(s) and shall not register any new students;
 - b) Use their reasonable endeavours to ensure that each student registered on the programme is allowed to complete it, and the parties shall co-operate with the intention of facilitating this ("Teach Out Period").
- 33.6 The Teach Out Period shall continue until all students have completed their Programme or have ceased to be registered as students.



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33.7 At the conclusion of the Teach Out Period:

- a) Each party shall cease using the other's name and/or logo;
- b) Each party shall ensure that any documents or materials belonging to the other party are returned or securely destroyed;
- c) The relationship of the parties shall cease, save that the clauses of this agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.

The legal representation of the University of Nottingham is Professor Robert Mokaya, Pro-Vice-Chancellor for Global Engagement.

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.

Agreed on behalf of
Universidad de Santiago de Chile
SIGNED

Date:

Dr. Juan Zolezzi
Rector

MSc. Juan Carlos Espinoza Ramírez
Dean of the Faculty of Engineering

Date:

Agreed on behalf of The University of Nottingham
SIGNED

Date

Professor Robert Mokaya
Pro-Vice-Chancellor (Global Engagement)



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ANNEX 1 – Key personnel

Academic Electrical and Electronic Engineering Name: Arthur Williams Position: PGT Admissions Faculty: Engineering Address: Tower Building University Park, Nottingham NG7 2RD, UK	Academic Name: Matías Díaz Position: Assistant Professor Faculty: Engineering Address: Room 206, Electrical Engineering Department, Universidad de Santiago de Chile Estación Central, Santiago, Chile, CP 9170124
Email: arthur.williams@nottingham.ac.uk Tel: +44 (0) 115 9515151	Email: Matias.DiazD@usach.cl Tel: +56227183344
Administrative Name: Lucy Rose Position: Admissions and International Partnerships Manager Faculty: Faculty of Engineering Address: Student Support Centre Engineering and Science Learning Centre University Park, Nottingham NG7 2RD, UK	Administrative Name: Alejandra Sandoval Position: Postgraduate Secretary Faculty: Faculty of Engineering Address: Room 206, Electrical Engineering Department, Universidad de Santiago de Chile Estación Central, Santiago, Chile, CP 9170124
Email: lucy.rose@nottingham.ac.uk Tel: +86 (0) 115 846 8068	E-mail Alejandra.sandoval@usach.cl Tel: +56227183346
International Office Name: Rachel Buckley Position: Global Engagement Manager Faculty: International Office Address: C Floor, YANG Fujia Building, Jubilee Campus, The University of Nottingham, Wollaton Road, Nottingham, NG8 1BB Email: rachel.buckley@nottingham.ac.uk Tel: +44 115 951 5682	International Office Name: Anoek Van den Berg Position: Director Interuniversity and International Relations Office Address: Av. Libertador O´Higgins 3363, Comuna Estación Central, Santiago de Chile. CP: 917 0022 Email: anoek.vandenberg@usach.cl Tel: +562 2271-80044



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ANNEX 2 - Definitions

IELTS means the International English Language Testing System (IELTS) that measures the language proficiency of people who want to study or work where English is used as a language of communication;

Programme means an approved academic plan of study that provides a coherent learning experience and leads to a Nottingham and UdeSantiago de Chile Masters awards as outlined in Table One of this agreement;

PSRB means Professional, Statutory and Regulatory Body

Innovative Twinning Programme

Twinning means institutional networking. A twinning project or agreement strengthens a specific field of research.

ANÓTESE Y COMUNÍQUESE

Dr. JUAN MANUEL ZOLEZZI CID, Rector

Lo que transcribo a usted para su conocimiento.

Saluda a usted,

ÁNGEL JARA TOBAR
SECRETARIO GENERAL (S)



AB/GDLB/gd
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