



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF FOGGIA

AND

PONTIFICIA UNIVERSIDAD CATÓLICA DE
VALPARAÍSO

The Pontificia Universidad Católica de Valparaíso (hereafter referred to as PUCV) and the University of Foggia, Italy (hereafter referred to as Foggia), believing the extension and strengthening of scientific exchange and cooperation to be of mutual value to their institutions and to the development of understanding between our peoples, hereby record their intentions to promote academic and educational exchanges between their institutions through the following activities.

1- STAFF EXCHANGE

1-1 Exchange of Academic Staff

Foggia and appropriate academic and research units within **PUCV** may enter into agreements providing for the exchange and interaction of staff for academic purposes mutually beneficial to both institutions. Where appropriate the host institution will provide faculty appointment, library and research facilities and other assistance. However, the host University assists with obtaining visa

1-2 Visiting Academic Staff

In addition to exchanges, Foggia and appropriate academic and research units within PUCV may agree to provide for visiting academic staff. The terms and conditions for visiting academic staff will be determined by the units involved within the framework of institutional policy.

1-3 Visiting Research Fellows

Foggia and appropriate academic and research units within **PUCV** may enter agreements providing that either institution may nominate one or more of its faculty to visit the other University for the purpose of advanced study or research. When this occurs, the host institution will provide institutional courtesies, libraries and research facilities and an appropriate appointment. Visiting research fellows will not receive compensation from the host institution except by express agreement.

1-4 Exchange of Administrative Staff

For the purpose of encouraging the exchange of administrative experience and knowledge in fields of common interests, the institutions may select members of their technical-administrative staff to take part in the exchange program. Administrative Staff exchanging within this Agreement is limited to two staff months per year.

All participants are responsible for covering their expenses and making all necessary arrangements. However, the host University assists with obtaining visa.

Health and accident insurance coverage must be arranged by the staff member in his/her country of origin. Salaries shall be paid by the institution of origin.

The activities conducted during the exchange period shall be consistent with the professional activities of the staff member at his/her institution of origin, and shall generate a report, to be submitted to the host institution and to the institution of origin.

2- STUDENT EXCHANGES

In the interests of expanding educational opportunities and furthering of international understanding, the PUCV and the University of Foggia agree to facilitate the educational exchange of students.

2-1 Duration of Exchanges

Each institution agrees to exchange individual students for a semester or an academic year, ideally on a one-for-one basis.

2-2 Number of Students to be Exchanged

Up to 5 qualified students can be exchanged annually, unless special permission is given by mutual agreement between the two institutions. Students will be accepted by each host institution by dates mutually agreed.

2-3 Student Program Fees/Benefits at Host Institution

Each student will pay his/her regular tuition and fees to the home institution. The host institution agrees to make every effort to make a place available for the exchange student in its residence halls during the normal semester or term period on the understanding that the student will pay for all accommodation costs. If no accommodation is available, the host university will assist the student in finding accommodation off campus subject to the student meeting the costs of such accommodation.

All travel costs will be the responsibility of the individual students. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each student participant.

2-4 Insurance

Each participant will pay for his/her own health and accident insurance. Both Institutions will require students to purchase the insurance policy to ensure adequate coverage. Proof of adequate insurance coverage must be provided to the international office of each institution.

2-5 Dependents

The obligations of each institution under this agreement are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

2-6 Student Eligibility

It is understood that both institutions will strive to designate only well-qualified individuals for participation in the program and that academic backgrounds as well as letters of recommendation will be provided to the host institution. Students must meet language proficiency requirements as established by the host institution.

2.7 Balancing the Exchange

Parity in numbers of exchange students is the objective of the agreement. However, each party should be prepared to consider a disparity in any given semester or year during the period of the agreement. Any and all imbalances shall be resolved by the end of the period of agreement.

2-8 Academic Status of Students

All students will remain enrolled as regular degree candidates at the home institution and will not be enrolled as candidates for degrees at the host institution. Credits toward the student's degree are to be awarded by the home institution. Students are expected to maintain the equivalent of a full course load at the host institution. Students enrolled in the host institution will be subject to the same rules and regulations as local students.

3 OTHER FORMS OF COOPERATION

In addition to the afore-cited forms of cooperation, Universities take part in:

- a) supporting joint methodological and technological research process, developing handbooks, materials for distant learning, creating and adapting teaching plans;
- b) arranging mutual scientific, practical conferences, seminars, schools, etc;

c) exchanging methodic documents, publications, handbooks and other materials.

4 EXCHANGE COORDINATOR

Each party to the agreement will appoint an officer who will be responsible for the coordination and administration of the exchange, including counseling to assist exchange participants. On behalf of PUCV, this will be the General Director of International Affairs, while on behalf of Foggia it will be the Professor Maria Sardelli.

5 EFFECTIVE DATA AND TERMINATION OF AGREEMENT

The following Specific Agreement will be valid with the signature of both legal authorities and will last four (4) years and may be renewed at the express request of both parties.

Either of the two Parties may give notice to the other of their intention to terminate their participation without giving any reasons. Such notice shall be given in written, through certified letter to the address mentioned in the appearance at least six (6) months prior to the academic year in which it will be effective and the Agreement terminated for that period. If the Agreement is terminated, the institution that has received the higher number of students will have the right to send to the other institution, within a two (2) years period from the Agreement termination date, a sufficient number of students to rectify any existing imbalance.

6 FORCE MAJEURE

In cases where the development of the obligations contained in this General Agreement are impeded by Force Majeure, both Parties will become absolved of their respective obligations and neither will be responsible for any damage suffered, nor will either present any recourse against the other. Force Majeure includes fires, earthquakes, hurricanes, flooding, natural disasters, epidemics or pandemics, nuclear explosions, strikes, worker protests, or other worker or student disturbances, altercations, or public unrest, wars or other acts of foreign nations, terrorisms, government powers, organisms, or governmental authorities, or any other cause similar or distinct to those above mentioned that are beyond the control of either Party.

7 REGULATIONS TO PREVENT, INVESTIGATE AND SANCTION HARASSMENT, BULLYING, VIOLENCE AND ARBITRARY DISCRIMINATION

The Parties declare to know the Chilean Law N° 21.369 mandating that Higher Education Institutions must have a comprehensive policy regarding harassment, bullying, violence and discrimination. As such, the Parties declare that each one has their own mechanisms to prevent, investigate, sanction and eradicate the actions aforementioned. Also the parties, during the execution of this Agreement, undertake to permanently comply with all the provisions, guidelines and resolutions regarding prevention, investigation and sanction of harassment, violence and discrimination acts, making sure that their staff and students abide to those regulations.

The Parties agree that this provision is deemed as essential under this Agreement, therefore non-compliance will trigger the application of the procedures set out by the University to which belongs the responsible of any of the conducts appointed in the paragraph above.

Pontificia Universidad Católica de Valparaíso's Regulations to Prevent, Investigate and Sanction Harassment, Bullying, Violence and Arbitrary Discrimination are available at https://www.pucv.cl/uuaa/site/docs/20201214/20201214122720/politica_y_reglamento_cahvda_v_f_1.pdf

8 CONFLICT RESOLUTION

Any differences, conflicts of interests or problems resulted from the application or interpretation of the present General Agreement will be solved on a first level by the Coordinators of the Parties, and on a second level by the respective President or those appointed by them.

In the case of not being possible an amicable solution, and judicial proceedings are applicable, the Parties agree, expressly waving any other jurisdiction they may be entitled to, to be subject to the jurisdiction and competence of the Courts of Law in the country of the defendant Party.

9 SIGNATURE

The representatives of both institutions sign this document in English, and affix their respective seals thereto. Having read this Framework Agreement and being fully aware of the content of each and every one of its clauses, the Parties execute it as follows:

Agreement

For the Pontificia Universidad Católica de Valparaíso	For the University of Foggia
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Rector Nelson Vásquez Lara
Date

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Rector Prof. Lorenzo Lo Muzio
Date