



**Northern Illinois
University**



**MEMORANDUM OF UNDERSTANDING BETWEEN
NORTHERN ILLINOIS UNIVERSITY, DEKALB, ILLINOIS, USA
AND
UNIVERSIDAD AUSTRAL DE CHILE, VALDIVIA, CHILE**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois, 60115 USA ("NIU"), functioning through its Division of International Affairs, and Universidad Austral de Chile, located in Valdivia, Chile ("UACH"). NIU and UACH are collectively referred to herein as "institutions" and individually as "institution".

NIU and University wish to expand scholarly ties and promote closer academic collaboration and therefore agree as follows:

1. Both institutions are united by common interests and objectives in educational exchange, and they wish to maintain and promote channels of communication that permit those mutual exchanges.
2. This Agreement will govern the general framework for academic exchanges between NIU and UACH. Individual working agreements, should they arise, will be executed for specific projects under this Agreement.
3. The individual working agreement(s) referred to in paragraph 2 may be developed for, but need not be limited to, the exchange of faculty and students.
4. Each institution will be responsible for the travel costs of its own faculty or officials involved in mutual exchange activities under this Agreement.
5. Each institution will take action to make the substance of this Agreement known to its appropriate personnel, and will provide normal and reasonable assistance to such personnel in regard to the administrative details of exchanges and work agreements.

6. Each institution will appoint a liaison. The liaisons will, together, be responsible for tracking cooperative efforts, facilitating mutual assistance, and making an annual report to both institutions of the previous year's joint activities and the initiatives in progress for the next year.
7. This Agreement shall commence on November 14, 2022 ("Effective Date") and terminate three years from the Effective Date, unless earlier terminated or renewed as provided for herein. This Agreement shall not take effect until it is signed by both parties. It may be renewed for an additional term of three years by an exchange of letters between the NIU Executive Vice President and Provost or Associate Vice President for International Affairs and the appropriate official of UACH (the "Authorized Representatives") or other document evidencing intent to renew signed by the Authorized Representatives. Either party may terminate this Agreement upon prior written notice to the other party.
8. Any modifications to this Agreement shall be in writing and signed by the Authorized Representatives.
9. This Agreement does not oblige either UACH or NIU to undertake any financial expenditures or other contractual obligations.
10. The assignment of this Agreement to any other party or parties is expressly prohibited except with the written concurrence by the appropriate authorities of both NIU and UACH.
11. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.
12. The parties are independent contractors with respect to each other, and a party shall not be deemed, nor hold itself out as being, a partner, joint venturer, employee or agent of the other party.
13. Neither party shall issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the other party's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other intellectual property of the other party (collectively, "Institutional IP") without the prior written approval of such party, which approval may be withheld for any reason. Any approved use of Institutional IP shall be subject to compliance with all of the approving party's requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. Each party shall comply with all reasonable requests from the other in the event any use of Institutional IP does not meet the reasonable expectations of the approving party. Neither party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any Institutional IP of the other party by virtue of this Agreement and shall cease use of any

Institutional IP of the other party upon such party's request or upon termination of this Agreement. Any use of the other party's Institutional IP in a manner not authorized herein is a violation of this Agreement. Any and all goodwill that may result from use of the Institutional IP shall inure to the benefit of the owner of the Institutional IP.

14. The parties agree that a signature transmitted to the other party by electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.
15. This Agreement constitutes the entire agreement of the parties; and any future agreement, understanding, or waiver, to be binding upon the parties must be reduced to writing and signed by the Authorized Representatives.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement in the appropriate spaces below.

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

UNIVERSIDAD AUSTRAL DE CHILE

By: _____
Beth Fisher Ingram
Executive Vice President and Provost

By: _____
Hans Richter
Rector

Date: _____

Date: _____

Approved:



By: _____
Kerry Wilks
Associate Vice President
Division of International Affairs

Approved:



By: _____
Olga Barbosa
Director, International Affairs Office