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**GENERAL AGREEMENT  
FOR A JOINT DOCTORAL PROGRAMME (JDP) IN GLOBAL AND PUBLIC HEALTH  
BETWEEN**

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH “UoE”**, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL, represented in this act by its Rector -----

AND

**UNIVERSIDAD DE CHILE “UCH”**, Public Higher Education Institution, with address at Av. Libertador Bernardo O’Higgins 1058, Santiago, Chile, represented in this act by its Rector, Prof. Rosa Devés Alessandri, and by its Dean of the Faculty of Medicine, Prof. Dr. Miguel O’Ryan.

Hereinafter jointly referred to as the "Parties" and/or the "Institutions", in accordance with the following provisions:

Both Parties have agreed to work together and co-operate with each other to deliver the dual award degree of the Doctor of Philosophy (PhD) for a programme of research undertaken at both Institutions, in accordance with the regulations in force.

The Parties establish a Joint Doctoral Program (JDP) in order to promote study, research and practice activities, with the aim of prioritizing the improvement of planetary health (the health of people and the planet) and the achievement of health equity worldwide.

The JDP will focus on transnational health problems and solutions, in a multidisciplinary way promoting collaboration to address global and local population-based challenges that affect the health of people and their environment.

The JDP will focus on global health issues that particularly affect Scotland and Chile promoting collaborative study with a global perspective in the areas of social sciences, economics, food safety, history, engineering, biomedical and environmental sciences, public policy and law.

Therefore, the objective of this joint degree program is to provide postgraduate students with tools so that upon graduation they are capable of understanding, researching, and acting on global health issues.

In due observance of the following provisions:

- Universidad de Chile’s regulations established for degree seekers of master and doctoral programmes in accordance to the Decree N° 0028011 dated in October 2010;
- Universidad de Chile’s regulations established for collaborative programmes with national and foreign universities, research centres and other higher education institutions in accordance to the Decree N° 0015 935 dated in December 1997;
- Universidad de Chile regulations established within the Decree for the Doctoral Programme in Public Health and study plan established within the decree N° 0052998 dated in December 2018.

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## 1 Definitions and interpretation:

1.1 In this agreement, unless the context otherwise requires:

1.1.1 **“Administering University”**: means the institution listed in the Schedule;

1.1.2 **“Commencement Date”**: means the date on which this agreement will enter into force, which will be the last date of signature of the representatives of the Parties.

1.1.3 **“Partner University”**: means the institution listed in the Schedule;

1.1.4 **“Party”**: means a party to this agreement;

1.1.5 **“Joint Doctoral Programme” or “JDP”**: means the shared doctoral program, which includes a study plan with coursework, research activities, and a doctoral thesis to be carried out by the student enrolled in the program, leading to obtaining of a joint doctoral degree by the Institutions, once the program has been successfully completed;

1.1.6 **“JDP Student”**: means the student who has been admitted and enrolled in the JDP and who must follow the doctoral study plan of the program and comply with their academic obligations under the supervision of two thesis supervisors designated under the Program;

1.1.7 **“Joint Doctoral Degree”**: refers to the joint doctoral degree issued by both institutions in a single certificate, known as a “diploma”, after completion of the JDP by the JDP Student;

1.1.8 **“Joint Academic Committee”**: refers to a joint committee established by both institutions that will oversee the development of the program in general as detailed in sections 3.2 and 3.3. The members appointed by each party to this Committee will be so in accordance with its own regulations and procedures. Each Party shall designate 1 member, who shall jointly oversee the development of the program on equal terms;

1.1.9 **“Thesis Assessment Committee”**: means the committee that both institutions will appoint in accordance with their policies, in order to evaluate the theses presented by the students of the program. At least one of the members must be external to both institutions;

1.1.10 **“Schedule”**: means the schedule attached to this agreement or individual doctoral annex that will detail the specifications for the development and operation of the program agreed by both parties;

1.1.11 **“JDP Student Additional Memorandum”**: means the form set out in the appendix to the Schedule that will be applied to each particular case of the students;

1.1.12 **Supervisor**: means a professor mentoring the JDP student during his/her trajectory in the JDP;

1.1.13 **Thesis supervisor**: means thesis supervisors appointed by both universities;

1.1.14 **Matriculation fee**: refers to the matriculation/inscription costs in one of the universities;

1.1.15 **Programme fee**: refers to the cost of the programme in one of the universities;

1.1.16 **“Law”**: means any statute, directive, other legislation, law or regulation in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time;

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1.1.7 “Data Protection Law”: means any Law that applies from time to time to the Processing of Personal Data by either Party under this Agreement, including the EU Data Protection Directive 95/46/EC, the EU Privacy & Electronic Communications Directive 2002/58/EC, Regulation (EU) 2016/679 (the General Data Protection Regulation), all national legislation (including the Data Protection Act 2018) and subordinate legislation in the United Kingdom and any applicable decisions and guidance made under any of them;

1.2 The following provisions shall be used to interpret this agreement:

1.2.1 Any reference to a provision of this agreement includes references to that provision, as it may later be amended, extended or re-enacted;

1.2.2 Words used in the singular shall include the plural and vice versa;

1.2.3 The headings in this agreement are for reference purposes and do not affect the interpretation of the provisions;

1.2.4 In the event of any conflict or inconsistency between the agreement and its Annexes, the terms of the main body of this agreement shall prevail over the terms of the Schedule and its annexes;;

1.2.5 The schedule roadmap is incorporated as an integral part of this agreement and the Parties will comply with the terms of the same as if it were established in the main body of this agreement.

## **2 Objectives of the Collaboration, delivery obligations and responsibilities:**

2.1 The Parties will work together co-operatively to develop and deliver the Joint Doctoral Programme. The key features of the JDP are:

2.1.1 A single Joint Doctoral Degree carried out jointly when the JDP Student meets the academic requirements of both Parties;

2.1.2 The Parties will jointly agree on the nomination terms of the Administering University;

2.1.3 The Parties will jointly supervise the Student;

2.1.4 The Parties will award a single doctoral degree for each approved doctoral thesis;

2.1.5 The Parties will issue a single award parchment indicating that there has been joint supervision;

2.1.6 The JDP implies the establishment of a shared doctoral curriculum, which includes coursework and research activities and a doctoral thesis, to be carried out by the JDP Student under the JDP; .

2.1.7 The JDP implies a shared governance of the programme in addition to the academic supervision of the JDP student by two Thesis Supervisors of each Party.

2.1.8 The JDP Student must meet the academic requirements of both Parties for successful completion of the JDP. The conditions that will apply to each JDP Student enrolled in the JDP will be specified and agreed upon by both Institutions in the Schedule.

2.2 The JDP contains the elements established in the Schedule, which includes the thesis description and working title.

2.3 The language requirements for the JDP Programme are established in clause 3 in addition to the Schedule.

2.4 Each Party shall make such reasonable adjustments as may be necessary in its arrangements, practices, attendance, and facilities to prevent any student with a disability from being placed at a substantial disadvantage in comparison with other students who do not have disabilities.

2.5 Each Party has designated a person to act as Coordinator of the JDP .The purpose of the Coordinators is to manage and ensure the proper implementation of the JDP program in accordance with the terms of this

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agreement. The Coordinators are established in the Schedule; changes may be made to such personnel by written notification to the other Party.

2.6 At the end of each year, the JDP Program Coordinators will review the development and results of the collaboration and make recommendations to the Institutions to improve the effectiveness of the program.

2.7 Each Party recognises that the collation of statistical data is important to demonstrate the effectiveness of the JDP Programme. Accordingly, each Party will provide to the other such statistical and other information as the other Party reasonably requests for institutional reporting or disclosure purposes or for submission to a governmental funding or regulatory body. The Parties will deliver the requested information within their administrative and academic possibilities.

### **3 Recruitment and Admissions**

3.1 *Enquiries and applications for admission will be processed by the Administering University on the basis of its normal policies and procedures. At the time of admission or before, the Administering University shall be responsible for ensuring that the student and the principal supervisor of each Party accept and sign the JDP Student Additional Memorandum and shall deliver a copy of the signed form to the Partner University as soon as possible after signing* The JDP is a joint work of the Institutions; therefore, selection and admission procedures must be agreed upon together. Enquiries and applications for admission will be processed by both universities.

3.2 To this purpose, both universities will establish a Joint Academic Committee, made up of members of the UCH Faculty of Medicine (at the proposal of the Director of the Graduate School and members of the Academic Committee of the UCH Public Health Programme) and by representatives appointed by UoE, including the Programme Director, supervisors and postgraduate officer.

3.3 This Committee will oversee the development of the JDP program in general and of each individual JDP Student Additionally, the Committee will oversee the admission process, participate in the interview process and appoint a tutor for JDP Students (this tutor has the role of mentor to the Student.). The Joint Academic Committee will approve the Thesis Supervisors (see section 6).

3.4 The admission requirements and the selection process will be established by both universities in accordance with their own internal procedures. However, both institutions, regardless of whether the student applies to UCH or the UoE, must confirm admission to the JDP.

3.5 The entry requirements to be established by both institutions include, among others, the following:

- Sufficient academic background (Bachelor and Master degree) in an appropriate subject or field of study;
- Statement Letter (motivation and prospective research);
- Curriculum Vitae;
- Two recommendation letters;
- Certificates and academic degrees obtained, as well as pertinent information regarding the applicant's former training and education;
- Interview (can be online);
- Proof of English proficiency according to UoE requirements;
- Proof of Spanish proficiency according to UCH requirements;
- Specific entrance criteria met for each University;
- Thesis proposal (blueprint) developed in close communication with researchers (future Thesis Supervisors) from both institutions;
- Any other evaluation mechanism that the Joint Academic Committee deems appropriate, the Joint Selection Committee

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3.6 For the correct implementation of the JDP, the Institutions in principle agree to announce a call for applications for prospective JDP Students (to be determined) in an online fashion.

#### 4 Financial Arrangements

4.1 Each University will set and charge the student the tuition fees and any additional charges corresponding to the period of the Program that said student spends in their respective Institution.

JDP Students will enroll at both institutions throughout the individual Student's JDP pathway. However, enrollment procedures and institutional fees remain the authority of individual Institutions. (Chilean applicants may apply at their own expenses to external funds to cover tuition fees and living expenses).

4.2 All JDP student will be required to pay tuition fees at the university in which they are enrolled and one year's tuition fee at the partner university during their enrollment year.

Chilean students enrolled at the UCH as their home institution (i.e. not University of Edinburgh enrolled students) will be responsible for paying their annual tuition fees when in Chile. They will pay the University of Edinburgh annual tuition fee when they are based in Edinburgh. The Universidad de Chile will agree to waive tuition fees for their enrolled students for the duration of time spent at the University of Edinburgh.

Edinburgh students enrolled at the University of Edinburgh (as their 'home' institution) (i.e. not Universidad de Chile enrolled students) will be responsible for paying their annual tuition fees when in Edinburgh. They will pay the Universidad de Chile annual tuition fee when they are based in Chile. The University of Edinburgh will agree to waive tuition fees for their enrolled students for the duration of time spent at the Universidad de Chile.

The Student will be eligible to apply for any available scholarship to cover tuition fees and living expenses from one or both Parties but will only be eligible at any one time to be in receipt of one full scholarship. The Student will be eligible to apply for hardship or similar funds but at any one time will only be entitled to be in receipt of such assistance from one Party. Parties will apply their eligibility criteria for such awards but the Parties will consult with each other about any proposed award and the amount and basis thereof.

4.3 Other costs to the Student such as travelling will be borne by the Student unless different arrangements are set out in the Schedule.

4.4 Each Party shall bear its own costs in relation to the delivery of the Programme and its obligations under this agreement unless different arrangements are set out in this agreement or in the Schedule.

#### 5 Enrollment/Registration:

5.1 The JDP student will be enrolled in both institutions at the beginning of the JDP and throughout the JDP Programme and must sign the commitments related to compliance with the pertinent statutes, ordinances, regulations and standards of both parties.

5.2 The student will be required to notify both parties of withdrawal from the JDP or of any changes in the details provided on the record.

*The Administering University shall be responsible for reporting all such changes to the Partner University and, where appropriate, to external agencies. The Partner University shall report to the Administering University any such changes that are reported directly to it.*

#### 6 Supervision

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6.1 The JDP student must carry out research activities to prepare their thesis under the supervision and joint responsibility of Thesis Supervisors from each partner institution (see clause 4.3.2). The Joint Academic Committee will confirm the supervisors as proposed by the JDP candidate. The identity of supervisors may change due to operational reasons, but replacements must be of suitable quality.

6.2 Supervisors will fully undertake their role as thesis supervisors in order to guide the doctoral candidate during his/her research period. Thesis supervision in any case involves the exchange of information relevant to the progress of the doctoral research work of the JDP student and periodic (online) meetings with the doctoral candidate. Further arrangements will be considered if necessary; both institutions assume equal responsibility for thesis guidance.

6.3 The amount of time the JDP Student is expected to spend in each Party under its supervision is established in the Schedule. This may be amended with the agreement with the supervisors and pertaining authorities, although, the minimum time to spend at each institution is one year when all external circumstances permitted.

## **7 Evaluation**

7.1 The monitoring and evaluation procedure is established by both parties. These may be adapted by the relevant supervisors to the particular circumstances of the JDP Student subject to the agreement of the Parties.

7.2 The procedures for evaluation of the progress of the doctoral research of the JDP Student and the thesis are governed by the rules and regulations of both institutions. The institutions have agreed on an integrated procedure.

7.3 The Student will be subject to a single unified examination process meeting standards, regulations, and quality requirements of both parties. Successful completion of the single examination process will lead to the joint degree. The Examination process is set out in Section 7 of the Schedule. The cost of external examiners will be borne by each party unless otherwise agreed. Each Party will bear its own costs in relation to internal examiners.

## **8 Graduation**

8.1 After the thesis defence, a joint PhD will be awarded by the main university once the JDP student has complied with all the rules and regulations set forth in this agreement and in the Program.

8.2 The Student will be entitled to graduate in a single graduation ceremony, which will normally be that of the Administering University, unless otherwise agreed by the Parties (depending on availability and willingness to travel)

8.3 Both institutions will do their utmost best to successfully implement the JDP.

8.4 The Administering University will be responsible for the production of a degree parchment and transcript upon graduating from the Programme. The degree parchment will contain a declaration statement and a signature from each Party indicating the joint nature of the Programme and will include both Parties' logos.

## **9 Academic Appeals**

9.1 The academic appeals procedure of the Administering University will apply to appeals against academic decisions.

## **10 Student Discipline**

10.1 The Student will be subject to the disciplinary codes of the appropriate Party in accordance with the terms of clause 11.2.

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10.2 When an alleged offence is committed by the Student within the precincts of one Party, the code of conduct and/or discipline of that Party will normally apply. When the site of the alleged offence is elsewhere than within the precincts of one of the Parties, the Administering University's code will apply. There will be consultation between both Parties to ensure a consistent approach to discipline offences.

## **11 Complaints Procedure**

11.1 If the Student wishes to complain about any general aspect of the Programme he or she will invoke the complaints procedure of the Administering University.

11.2 If the Student wishes to complain about any specific service or facility provided by one of the Parties, or about a student or member of staff from one of the Parties, he or she will invoke the complaints procedure of that Party.

11.3 There will be consultation between the Parties to ensure a consistent approach to complaints.

## **12 Other student matters**

12.1 Each Party will be entitled to include details of the Student in its alumni database and to make contact as it does so with other alumni.

12.2 Each Party will make available to the Student access to student facilities and services available to its other students during the period the Student is attending at that Party. Unless otherwise agreed in writing, neither Party is required to offer or provide housing to the Student.

12.3 The student has individual responsibility for applying for and maintaining the correct immigration status and meeting visa requirements which may be appropriate to admission and continued participation on the Programme. The Administering University is responsible for sponsorship of the Student Route Visa under UK immigration licensing (or whatever immigration rules or scheme applies if the Administering University is not UK based). If such sponsorship is required, both Parties shall put in place student attendance and engagement arrangements to enable the Administering University to fulfil its obligations under its Tier 4 licence (or such other obligations as may be applicable in its country of jurisdiction) and, in addition, the Partner University shall provide the Administering University with such information it may request to fulfil said obligations.

12.4 The Student has individual responsibility for obtaining appropriate accident, sickness and health insurance (including repatriation) valid at both partner institution's countries

## **13 Quality Assurance**

13.1 Each Party shall ensure that the part of the Programme it delivers satisfies the requirements of any academic quality assurance regime and/or the requirements of any regulatory, professional or funding body to which each Party is subject. In order to ensure this happens each Party will disclose to the other such quality assurance regime and requirements with which it complies together with any changes from time to time.

13.2 Each Party shall be entitled to monitor the other Party's fulfilment of clause 14.1 and each Party will provide the other with all reasonable assistance and information to allow such monitoring to take place; such reasonable assistance will include participating in any academic review of the Programme as may be required.

## **14 Marketing, Publicity and Branding**

14.1 Recruitment activity, marketing and publicity for the Programme may be undertaken by each Party but each Party will ensure that any marketing and/or publicity is accurate and not misleading and does not contain the branding or logo of the other Party without that other Party's prior written consent.



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## 15 Intellectual Property

15.1 For the purposes of this clause 16:

15.1.1 **“Background Intellectual Property”** means all Intellectual Property, information, data, software and materials belonging to a Party that are provided by that Party to the other for use in the Programme (whether before or after the date of this agreement), but not Intellectual Property in the Foreground Intellectual Property;

15.1.2 **“Foreground Intellectual Property”** means all Intellectual Property, information, data, software and materials identified, created or first reduced to practice or writing in the course of the Programme;

15.1.3 **“Intellectual Property”** means all patents and other rights in inventions, whether or not those inventions are patented or patentable; rights in confidential know-how; design rights and other rights in designs; copyrights; database rights; registered and unregistered trademarks; and all other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any such rights and rights of renewal in respect of any such rights; and all other forms of protection having similar or equivalent effect in any part of the world.

15.2 Any Background Intellectual Property shall remain the sole and exclusive property of the Party to whom that Background Intellectual Property belonged prior to the commencement of this agreement. Each Party grants to the other a non-exclusive, non-transferable licence to use that Party’s Background Intellectual Property to the extent necessary to fulfil the other Party’s obligations under this agreement, and in any case only for academic and research purposes.

15.3 Any Foreground Intellectual Property shall be, subject to written agreement to the contrary by the Parties, the sole and exclusive property of the Party creating or developing it (or whose employee created or developed it). Each of the Parties grants to the other Party a non-exclusive, non-transferable licence to use that Party’s Foreground Intellectual Property to the extent necessary to fulfil the other Party’s obligations under this agreement, and in any case only for academic and research purposes.

15.4 In case of publications of the result of the Programme, the Parties agree to determine authorship according to accepted academic standards.

15.5 The distribution of the Intellectual Property arising from the PhD student project will be agreed among the parties based on the proportion of inventive contribution and the use of any equipment, and specialised materials employed by the PhD student.

## 16 Regulatory and Governance Matters

16.1 Each Party is subject to certain laws, regulation, and governance requirements. Accordingly, each Party agrees that:

16.1.1 it will not treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation;

16.1.2 it will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other Party (if notified to it) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom;

16.1.3 it will keep confidential information of the other Party which is confidential information and not disclose that to any third party or make use of it except to fulfil its obligations under this agreement. This clause shall not apply to information to the extent that the disclosing Party is required by law to disclose or such disclosure is expressly contemplated by this agreement;



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16.1.4 it will comply with (to the extent applicable to it) all applicable data protection laws in connection with its obligations under this agreement including the Data Protection Act 1998 of the United Kingdom. In particular, the Administering University is responsible for providing fair processing information to students on the Programme about the processing of their personal data by or on behalf of each Party for the purposes of administering and delivering the Programme, monitoring and evaluating the Programme and feedback on student performance. Such consents shall include consent to the transfer of personal data for these purposes outside the European Union where a Party is located outside the European Union. It is the intention that each Party is a data controller, however, if one Party is processing any personal data on behalf of the other Party, it shall (and shall ensure that its sub-contractors and agents) (i) take appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of such information and to prevent accidental or unlawful loss, alteration or destruction of, or damage or access to such information; and (ii) comply with the reasonable instructions of the relevant other Party in relation to that data; and (iii) not transfer any such information out of the European Economic Area unless appropriate consent from the student has been obtained;

16.1.5 where a Party is subject to the Freedom of Information (Scotland) Act 2002 (or equivalent legislation) it may be required to disclose information relating to this agreement following a request from the public and that Party will not require the consent of the other Party to do so as it is required by law to adhere to that legislation notwithstanding clause 16.1.3

16.1.5 each Party will comply with any health and safety legislation to which it is subject;

16.1.6 it will not take any action or omit to take any action which could, in the reasonable opinion of the other Party, affect the good reputation of the other Party because of the association between the Parties;

16.1.7 Notwithstanding any other clauses in this agreement, no Institution will be liable to the other for actions or omissions of a student that participates in the programme

## **17 Term and Termination**

17.1 This agreement takes effect on the Commencement Date and shall continue until expiry of the time period set out in the Schedule unless terminated earlier in accordance with clause 18.2.

17.2 This agreement may be terminated:

17.2.1 On either party giving the other party 6 months' prior written notice; or

17.2.2 On written notice by one of the Parties if the other Party has committed a breach of this agreement and if the breach is capable of remedy, that breach is not remedied within 30 days of receipt of notice from the non-defaulting Party notifying the breach and requiring its remedy;

17.2.3 On written notice by one of the Parties if the other Party has committed a material breach of this agreement and such breach is not capable of remedy

17.3 If this agreement is terminated early (in circumstances where there is no fault on the part of the Student) then each Party undertakes to put in place arrangements to ensure that the Student at that time registered on the Programme or who has accepted an offer to register on the Programme is able to complete and be assessed for the Programme and the provisions of this agreement will continue in force to the extent necessary to give effect to that undertaking.

17.4 Notwithstanding termination or expiry of this agreement then clauses 17.1.3, 17.1.8 and 18.3 of this agreement will continue in force.

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## **18 Dispute Resolution**

18.1 If a dispute arises between the parties in connection with this agreement or any matter relating to it then:

18.1.1 Either Party may give the other written notice of the dispute setting out particulars of the dispute. Following service of such notice the Programme co-ordinators will attempt in good faith to resolve the dispute;

18.1.2 If the Programme co-ordinators are unable to resolve the dispute within 30 days of service of the notice, the dispute will be referred to the Head of School (or equivalent) with responsibility for the Programme in each Party who will attempt to resolve it; and

18.1.3 If such persons are unable to resolve the dispute within 30 days of it being referred to them, either Party make take such steps as it considers appropriate to resolve and deal with the dispute.

18.1.4 If a mutually agreed solution is not reached, is raised by University of Chile it shall be governed by the laws of Chile and shall be subject to the jurisdiction of the Chilean courts. Where the University of Edinburgh raises the dispute, it shall be governed by the laws of Scotland and shall be subject to the jurisdiction of the Scottish courts.

## **19 General**

19.1 This agreement contains all the terms of the agreement between the Parties relating to the matters covered by it and supersedes any other agreement, representation or understanding between the Parties on the subject matter.

19.2 Changes or additions to this agreement will only be valid if they are in writing and signed by a representative of each Party who has authority to agree contractual changes.

19.3 Neither Party may assign, sub-contract or transfer this agreement or any of its rights or obligations under it (in whole or in part) without the prior written consent of the other Party.

19.4 This agreement does not create a partnership or joint venture between the Parties and except as expressly provided in this agreement neither Party will enter into or have authority to enter into any engagement or make any representations or warranties on the other Party's behalf nor will they seek to otherwise bind or oblige the other Party in any way.

19.5 Any notice required to be given under this agreement shall be served on the recipient party by recorded delivery (where both Parties have their principal office in the United Kingdom) or by international courier (where one of the Parties has its principal office outside the United Kingdom) addressed to the other Party at the address given in this agreement and marked for the attention of the Director of Legal Services or the equivalent post holder with such responsibility.

19.6 If any provisions of this agreement should be found not to be valid, lawful or enforceable by a court having proper authority or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent then this clause will apply. The provision (or part affected) will be treated as having been deleted from the remaining terms of this agreement which will continue to be valid. In addition, the Parties will use reasonable efforts to replace the deleted provision with a valid replacement provision which is as close as possible to the one that has been deleted.

19.7 If either Party delays or fails to exercise its rights under this agreement on the occurrence of any event it does not prevent that Party from exercising those rights at any time afterwards in relation to that or another event. In addition, if a Party waives its right on one occasion this does not mean that the Party has lost (or waived) these rights on a later occasion.



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19.8 *This agreement is written in English and Spanish. The English language will be the language used to determine interpretation. Any notice given under this agreement will only be effective if written in English*

20 This Agreement has been executed simultaneously in two (2) duplicate versions in English and two duplicate versions in Spanish (2), each of which shall be deemed an original. Nonetheless, the English language will be the language used to determine interpretation. Any notice given under this agreement will only be effective if written in English.

21 Neither party will be responsible for failures or delays caused by events of force majeure. A force majeure event includes a national emergency, war, prohibitive government regulations, labour disputes, floods, terrorism, riots, or any other cause beyond the reasonable control of each party.

**IN WITNESS WHEREOF THIS AGREEMENT IS SIGNED AS FOLLOWS:**

Signed for and on behalf of the University Court of the University of Edinburgh

by.....

Rector

.....

Name Printed

At (insert town/city).....

Date.....

Signed for and on behalf of Universidad de Chile

By

Rector

Prof. Rosa Devés Alessandri

At Santiago de Chile, Chile

Date:

Dean of Faculty of Medicine

Prof. Dr. Miguel O´Ryan

At Santiago de Chile, Chile

Date: