



**QUEEN'S  
UNIVERSITY  
BELFAST**



Universidad de  
**los Andes**  
SANTIAGO, CHILE

## **MEMORANDUM OF UNDERSTANDING**

Between

The Centre for Evidence  
and Social Innovation

The Queen's University of Belfast  
Belfast BT7 1NN Northern Ireland

And

The School of Education  
Universidad de los Andes  
Av. Monseñor Alvaro del Portillo 12.455, Las  
Condes, Santiago, Chile

Date: 15 November 2018

## Memorandum of Understanding

1. This Memorandum of Understanding (MOU) is made on the 15<sup>th</sup> day of November 2018, by The Queen's University of Belfast (hereinafter called Queen's), with its principal offices located at University Road Belfast, BT7 1NN, Northern Ireland, UK and Universidad de los Andes (hereinafter called UANDES) with its principal offices located at Av. Monseñor Alvaro del Portillo, 12.455 Las Condes, Santiago, Chile.
  
2. This MOU is not intended to be legally binding between the Parties except where specifically stated, but simply express the intentions and understandings of the Parties. The purpose of this MOU is to promote co-operation between Queen's and Universidad de los Andes. The two institutions agree as follows:-
  - 2.1 Each institution will encourage contact and co-operation between their faculty/school and administrative staff, departments and research institutes.
  
  - 2.2 The parties have identified the following areas of common interest for cooperation:
    - Educational research methodology and development
    - Building capacity for education research to improve children and young peoples' outcomes across Latin America
    - Work towards submitting joint research grant applications
  
  - 2.2 Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:-
    - Visits by and exchange of graduate students for studying or joining the research activities and receiving advanced training from the other party
    - Visits by and interchange of staff for research, teaching, discussions
    - Exchange of information and publications for the mutual complementary interest of both parties
    - Joint research activities, including joint seminars and collaborative research and development projects
  
  - 2.3. Each party understands that any subsequent financial arrangements will have to be negotiated on an activity by activity basis and will depend on the availability of funds. Specific details for the implementation of these activities will be developed mutually for specific projects. This MOU will have, from time to time, annexes attached to it with regard to these specific projects and

any financial arrangements negotiated.

- 2.4. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed. Where the MOU continues to be active, the two institutions agree to review it after five years from the date hereof. A party may terminate it at any time by mutual consent or by six months' notice in writing to the other parties.
3. This paragraph is legally binding. Neither Party shall disclose confidential information obtained from the other Party through collaborative work within the frame of this MOU to any third party without prior written consent from the other Party. To the extent practical, confidential information shall be disclosed in documentary or tangible form marked "confidential" or equivalent, together with the date of the disclosure. If disclosures are made orally or visually, the disclosing party shall prepare a written summary about such confidential information within thirty (30) days from such disclosure. Confidential information shall not include any information that:
  - (a) is already in the possession of the receiving party without assuming confidential obligation;
  - (b) is in the public domain at the time of disclosure;
  - (c) is duly received by the receiving party from a third party without assuming confidential obligation;
  - (d) is independently obtained or developed by the receiving party without reference to the confidential information, which must be supported by evidence; or
  - (e) the disclosing party has consented in writing to the disclosure."
4. This paragraph is legally binding. UANDES and Queen's consent that in the event of a dispute arising out of or related to this MOU, then the laws and jurisdiction of the defending party shall apply. If UANDES is the defending party this agreement shall be construed in accordance with the laws of UANDES and Queen's and UANDES agree that the courts of UANDES shall have exclusive jurisdiction. If Queen's is the defending party then this agreement shall be construed in accordance with the laws of Northern Ireland and Queen's and UANDES agree that the courts of Northern Ireland shall have exclusive jurisdiction."

**SIGNATORIES**

Signed on behalf of The Queen's University of Belfast



Professor Paul Connolly  
Pro Vice Chancellor Research and Enterprise

8/1/19

Date

Signed on behalf of Universidad de los Andes



José Antonio Guzmán Cruzat, Ed.D  
President

November 20th, 2018

Date



Alejandro Gutiérrez G.  
Economic Vice - President

November 20th, 2018

Date