



COPIA INFORMATIVA

**AGREEMENT FOR INTERNATIONAL RESEARCH COLLABORATION  
BETWEEN UNIVERSITY OF CONCEPCION, CHILE AND THE UNIVERSITY  
OF WESTERN ONTARIO LONDON, ONTARIO, CANADA.**

This Agreement is effective as of the 15 day of May 2011 and is entered into between the University of Concepcion and The University of Western Ontario, c/o Research Development & Services, Support Services Building, Room 5150, London, Ontario N6A 3K7, Canada.

In consideration of the mutual covenants of the parties set forth below, the parties agree as follows:

**1. PURPOSE**

The University of Concepcion and The University of Western Ontario believe that the quality of research and teaching is strengthened by the establishment of international cooperation links and wish to enter into research collaboration with a view of their mutual enrichment in scientific, academic, and cultural areas.

**2. OBJECTIVE**

The general objective of this agreement is to establish long-term research collaboration in fields which are compatible with the orientation of each university, and which are relevant to the industrial, scientific, social and cultural interests and needs of the countries in which the parties are respectively located.

The initial focus will be in the area of Plant Sciences. Other areas of cooperation may develop at a later time.

**3. MANNER OF IMPLEMENTATION**

The collaboration contemplated by the Agreement will be implemented by:

- a. the exchange of researchers,
- b. the exchange of scholarly and pedagogical materials,
- c. the coordination of collaborative research programs.

For purposes of this Agreement, "researchers" means the following:

- faculty members
- postdoctoral fellows
- graduate students participating in the exchange for the purpose of research (rather than receiving credit for courses taken)



#### **4. EXCHANGE OF RESEARCHERS**

- a. The participation of any researcher from either university in the exchange will be subject to the prior approval of such researcher by the other university.
- b. Each university undertakes to maintain the salary and supplementary benefits of its own faculty members who participate in the exchange, consistent with its faculty leave policies and other policies in effect from time to time.
- c. Each university will endeavour to raise funds for travel to the host university for its own researchers wishing to participate in the exchange.
- d. Participants from each of the universities, while in attendance at the other university's facilities, shall abide by the rules and regulations of that host university regarding the use of facilities and conduct, and shall be subject to the laws of the host country.

#### **5. RESEARCH PROGRAM MANAGEMENT**

Each university will appoint one (or, if appropriate, more than one) research program director to ensure that the research collaboration proceeds according to a reasonable plan and to ensure that the purposes, objectives and terms of this Agreement are carried out. Each university may at any time name a successor to, or replacement of, its research program director(s).

For the initial period of the agreement the research directors will be:

Prof. Norm Huner, The University of Western Ontario

Prof. León Bravo, University of Concepcion

#### **6. ASSISTANCE TO EXCHANGE PERSONNEL**

Each university agrees to accept visiting researchers within the parameters of this Agreement, and will assist visiting researchers to find living accommodation and to become integrated into their new social environment, but such assistance shall not include financial assistance.

#### **7. INTELLECTUAL PROPERTY**

In the context of their respective policies and procedures, both universities agree to share any intellectual property developed as a result of collaboration between the universities pursuant to this agreement. Intellectual property that has been independently developed by a university shall be retained by the originating university. This provision is the overarching agreement in principle, and shall be administered in accordance with the attached *Intellectual Property Statement*.





## **8. INSURANCE**

The parties to this Agreement acknowledge that they do not provide visiting researchers with medical or hospital or personal property insurance nor are they responsible for any medical or hospital expenses or any other loss suffered by any visiting researcher. It is required that visiting researchers, or their home university, ensure that adequate provision for their needs is made in these areas.

At The University of Western Ontario, visiting researchers are required to purchase coverage under the University Health Insurance Program (UHIP) from the Department of Pensions and Benefits, unless they can demonstrate that they already possess equivalent or greater coverage from another insurance program or plan.

Upon request, the host university will make reasonable efforts to assist visiting researchers to obtain such insurance, as appropriate, but such assistance shall not include financial assistance.

## **9. DURANTION AND AMENDMENT OF AGREEMENT**

This Agreement shall have effect and the binding upon the parties hereto for a period of five (5) years from the date of this Agreement. Each university represents that it has the authority to enter into this Agreement and to support the intended collaborative research initiatives. This Agreement may only be amended by the mutual consent of all parties in writing.

## **10. EARLY TERMINATION**

This Agreement may be terminated at any time upon the written mutual consent of the parties, or upon either party giving twelve months written notice of termination.

## **11. FREEDOM FROM DISCRIMINATION**

Each party acknowledges to the other that it subscribes to a policy of non-discrimination, which requires its employees not to discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion, or national origin. Each university shall abide by these principles in the administration of this Agreement and neither university shall impose criteria for the exchange of researchers that would violate these principles of non-discrimination.

