

MEMORANDUM OF UNDERSTANDING

Between

Harbin Normal University established by Ministry of Education, China, established in 1951, having its principal place of business at No. 1, Shida Rd., Limin Developing Zone, Harbin, Heilongjiang, P. R. China

And

Universidad de la República established by national law in 1833 and inaugurated and installed by presidential decree in 1849, being located at 18 de Julio 1824, Montevideo, Uruguay

Definitions

Key definitions used in this Memorandum of Understanding:

Universidad de la República (Uruguay)	"Udelar"
Harbin Normal University	"HNU"
Memorandum of Understanding	"MoU"
HNU and Udelar together	"Parties" and the singular as "party"

Introduction

This MoU is to record the terms and conditions on, and subject to which, the Parties are willing to discuss collaborations regarding jointly develop further collaborations in research and teaching generally between the Parties (the "Proposed Collaboration").

This MoU is not exhaustive and is not intended to be legally binding between the parties, except as specifically provided for to the contrary.

1. Proposed Collaboration

The Parties wish to explore further the potential benefits of the Proposed Collaboration in areas of mutual interest, with the ultimate aim, subject to contract, of:

- 1.1. Development of joint or collaborative research and teaching projects;
- 1.2. Exchange of students in recognized and approved programs of research and teaching;
- 1.3. Exchange of staff and/or graduates for internship and fellowship purposes; and
- 1.4. Generally, help promote teaching, research and academic activities between the Parties and the development of higher education collaboration between the Parties.

2. Conditions

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The Proposed Collaboration is conditional on the following matters:

- 2.1. The development of definitive proposals and written agreements between the Parties;
- 2.2. All sides agreements, shall be evaluated and require budget approval from the authorities

3. General

The following provisions in this Clause 3 are legally binding:

- 3.1. The Parties agree and acknowledge that this MoU is not intended to, nor does it create, a legally binding obligation to proceed with the Proposed Collaboration and no such obligation will arise unless and until a written agreement(s) is agreed, signed and exchanged between the Parties.
- 3.2. This MoU will be valid for a period of five years from the date of signing unless otherwise extended or terminated in accordance with this MoU.
- 3.3. Notwithstanding the generality of 3.2 above, either party may terminate this MoU if: (i) the other party is in material breach of its obligations under this MoU and continues to be so after being notified of such breach; (ii) required to do so by a competent judicial or regulatory body; or (iii) following upon due diligence the Proposed Collaboration is found to be contrary to the legal, regulatory or commercial interest of a party.
- 3.4. The Parties may extend this MoU in writing upon mutual agreement.
- 3.5. Any controversy upon the interpretation or execution of this agreement, will be solved through direct negotiations between both parties. Any modification to this agreement will be presented to the other party.

Sun Lijun
President
Harbin Normal University
Date: 07.11.2019


Rodrigo Arim Ihlenfeld
Rector
Universidad de la República (Uruguay)
Date: