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MEMORANDUM OF UNDERSTANDING

between

UNIVERSIDAD DE LA REPÚBLICA, URUGUAY and BANGOR UNIVERSITY

UNIVERSIDAD DE LA REPÚBLICA, Public higher education, research and extension institution whose headquarters are located at Av. 18 de Julio 1824, Montevideo CP 11.200, Uruguay represented by its Rector, Rodrigo Arim Ihlenfeld, who delegates his signature for this act to the President of International Relations Service (SRI), Gonzalo Vicci Gianotti, according to resolution 24/2022 dated 17/01/22, and BANGOR UNIVERSITY Paul S Spencer Pro Vice Chancellor - Research (an exempt charity registered charity number 1141565) whose administrative offices are at College Road, Bangor, Gwynedd, LL57 2DG, United Kingdom ("the University").

individually a "Party" and collectively the "Parties".

CONSIDERING THAT:

- I. The convenience in establishing and developing cooperation links between both universities.
- ii. According to the law which regulates Universidad de la República, this institution is in charge of the higher education, its development and diffusion; protect and encourage scientific and technological investigation, artistic activities; contribute to the study and understanding of general affairs.
- III. According to the rules, Bangor University is in charge of teaching, investigation, capacity building, technological development, innovation and cultural development.
- IV. Both parties shall use their best endeavors to comply with their objectives through mutual cooperation.





V. The provisions of this Memorandum of Understanding shall not be considered to be a legal and binding document, save for the sixth clause which will be considered legally binding between the Parties.

THEY AGREE to celebrate an accord which will be ruled by these following clauses:

FIRST: The goals of this agreement are: set a framework to develop and diffuse the culture, particularly, to develop higher education as well as scientist and technological investigation.

SECOND: To accomplish their goals, both parties agree to elaborate programs and cooperation projects, in which they will specify the obligations assumed by each institution.

THIRD: The programs and projects that were mentioned in the previous clause, will be detailed in side agreements between both universities or its Faculties, schools, institutes, colleges and if it is required, they will have the approval of their respective authorities.

FOURTH: The side agreements can deal with the following topics:

- a. exchange of teachers, researchers and students;
- b. training courses for teachers and researchers;
- c. exchange of information;
- d. research and studies;
- e. courses, seminars, workshops, conferences;
- f. publishing, and other activities so as to accomplish the goals of this agreement.

All sides agreements, shall be evaluated and require budget approval from the authorities.





FIFTH: The people involved in this agreement, shall apply the rules of the institution where the activity or project is being carried out.

The selection of the applicants will be done according to the rules of the institution, where the application is presented. The application will be according with the assigned university.

SIXTH: FREEDOM OF INFORMATION

Universidad de la República acknowledges that Bangor University is subject to requirements under the Environmental Information Regulations 2004 (as amended from time to time) ("EIR") and Freedom of Information Act 2000 (as amended from time to time) ("FOIA") and shall assist and cooperate with Bangor University to enable them to comply with any information disclosure requirements.

Where Bangor University receives a request to disclose any information that, under this Agreement, is Universidad de la República's information (including but not limited to Confidential Information), it will notify Universidad de la República and will consult with the them. Universidad de la República shall respond to Bangor University within seven (7) working days after receiving Bangor University's notice of the request. In the event that Universidad de la República fails to respond within the requisite period, Bangor University reserves the rights to disclose any such information it deems appropriate.

Bangor University shall be responsible for determining at its absolute discretion whether the information is:-

- a) exempt from disclosure in accordance with the EIR or FOIA;
- b) to be disclosed in response to a request for information under the EIR or FOIA and in no event shall Universidad de la República respond directly to a request for information unless expressly authorised to do so by Bangor University.





Universidad de la República acknowledges that Bangor University may be obliged under the EIR or FOIA to disclose information following consultation with Universidad de la República and having taken its views into account.

SEVENTH: Since other universities, institutes, centers, and organizations may have capabilities and conduct activities, which will benefit and support this collaboration, the Universidad de la República and Bangor University, can identify other cooperators for joint participation in mutually agreed upon projects and activities.

EIGHTH: TERMINATION AND RENEWAL

This Memorandum of Understanding shall be effective for the period from the date of last signature below to 31st October 2027. Thereafter, this MoU may be renewed for a further period of time as deemed appropriate by the Parties, subject to their consent and any such renewal to be made in writing and signed by their duly authorised representatives.

This agreement may be terminated by either party with a written notice of intent to terminate. The notice of intent to terminate will not affect the projects or programs under execution.

NINTH: 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.

TENTH: This agreement shall take effect on the last signature date of the official representatives of the institutions involved.

ELEVENTH: The Parties to this Memorandum of Understanding shall not be deemed to be in breach of this understanding or otherwise liable to any other Party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this Memorandum of Understanding.





TWELTH: Neither Party shall have the authority to authorise or incur financial liability on behalf of the other.

THIRTEENTH: Neither Party shall be permitted to use the other's name, crest, logo or branding without first having obtained the other's written consent to such use and fully complying with the user guidelines and all Parties shall immediately cease use of such name, crest, logo or branding upon termination or expiry of this Memorandum of Understanding.

7 NOV 2024

Gonzalo Vicci Gianotti President of the SRI

Universidad de la República

Paul 3 Spencer

Paul S Spencer Pro Vice Chancellor - Research Bangor University

Oct 21, 2024