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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHINA-LAC TECHNOLOGY
TRANSFER CENTER
AND UNIVERSIDAD DE LA REPÚBLICA-URUGUAY**

Memorandum of Understanding between the China-LAC Technology Transfer (Part A) and Universidad de la República-Uruguay (Part B).

Based on the mutual desire to promote a strategic cooperation relationship between the two parties, to foster exchanges and cooperation in the field of science and technology, both parties have reached the following understanding:

I. Objective

This Memorandum of Understanding is based on mutual respect and understanding. The respective advantages in development and innovation resources of both parties will be used as the main starting point to promote the exchange and distribution of technological innovation. Both parties will actively share professional knowledge, technical resources, and research results, jointly promoting cooperation in scientific and technological innovation between China and the countries of Latin America and the Caribbean.

II. Cooperation Content

The parties will carry out cooperation through joint activities such as training sessions, conferences, forums, symposiums, and research projects in various fields, thus promoting the exchange of information and resources.

III. Division of Work and Operations

Both parties will jointly organize and execute cooperation projects. They may negotiate appropriate terms for specific collaboration cases per project, such as confidentiality clauses, resource investment by both parties, shared costs, and other matters to be determined in a formal written contract.



IV. Validity and Termination

This Memorandum of Understanding shall enter into force from the date of its signature and shall be valid for three years. Either party may terminate it by written notice with thirty business days' notice prior to termination. This Memorandum of Understanding may be renewed for another three years by consensus before the expiration of the validity period.

V. Changes to the Terms

Any changes to this Memorandum of Understanding must be agreed upon by both parties, and a supplementary agreement must be made in writing.

VI. Confidentiality Clause

Trade secrets and sensitive information to which both parties may have access during the execution of this agreement shall be strictly confidential. They shall not be disclosed or used to any third party unless prior written consent is obtained from the other party, or unless otherwise required by law.

VII. Others

I. This Memorandum of Understanding is a statement of principles and only establishes the guiding framework for the cooperation relationship between the parties, clarifying the consensus of collaboration between them. Its objective is to demonstrate that both parties share the common goal of achieving a mutually beneficial relationship and does not constitute a legally binding relationship obligating both parties.



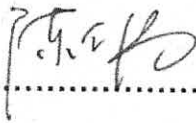
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II. This Memorandum of Understanding is drawn up in duplicate, with Part A and Part B each holding an original copy. Photocopies shall not be valid.

Part A

**China-LAC Technology
Transfer Center**


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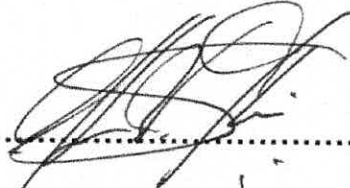
Dr. Chen Baiman

Executive Director

Date:

Part B

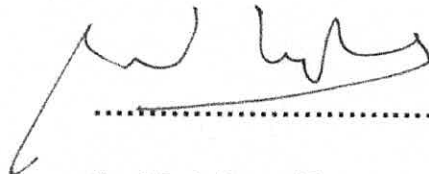
Universidad de la República


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Dr. Alvaro Mombru

Rector (i)

Date:


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Prof. Luis Leopold

Prorector de Gestión

Date:



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中国—拉美和加勒比国家技术转移中心 乌拉圭共和国大学 合作意向书

甲方：中国—拉美和加勒比国家技术转移中心

乙方：乌拉圭共和国大学

本合作意向书由甲方和乙方共同签署，旨在促进双方之间的战略合作关系，推动科技领域的交流与合作。双方对以下条款达成共识。

第一条 目的

本合作意向书基于相互尊重和理解的前提，以双方各自的发展优势和创新资源为主要出发点，促进技术创新的交流与共享。双方将积极分享专业知识、技术资源和研究成果，共同推动中国与拉美和加勒比国家科技创新交流合作。

第二条 合作内容

双方将在多领域开展联合活动、培训、会议、论坛、座谈会和课题研究等形式的深度合作，促进信息交流和资源共享。

第三条 具体分工及操作事项

1.本合作意向书为原则性协议，仅为约定双方之间的合作关系指导框架，明确双方合作共识，旨在表明双方具有实现彼此互惠关系的共同目标，而不在双方之间构成具有法律约束性（强制性）的契约。

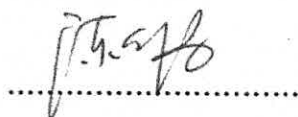
2.本合作意向书一式两份，甲方和乙方各执一份，复印无效。

甲方：

中国—拉美和加勒比国家
技术转移中心

（代章）

执行主任

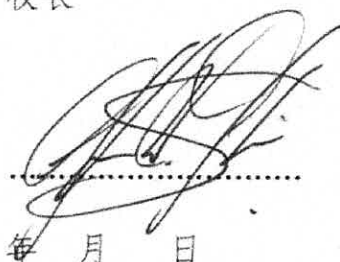


年 月 日

乙方：

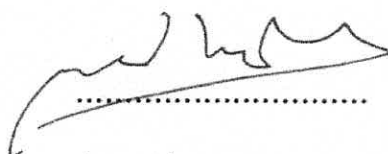
乌拉圭共和国大学

校长



年 月 日

副校长



年 月 日

具体合作项目和内容，由双方共同组织实施。双方可根据一事一议的原则，针对具体合作个案协商合适条款，包括保密条款、双方资源投入、费用分摊等事宜，以正式书面合同方式予以确定。

第四条 期限和终止

本合作意向书自签署之日起生效，有效期为三年。任一方以书面形式提前三十个工作日通知另一方终止参与，可提前解除本合作意向书。有效期届满前经协商一致，本合作意向书可再续期三年。

第五条 条款变更

本合作意向书的任何变更必须经过双方协商一致，并以书面形式作出补充协议。

第六条 保密条款

双方在履行本合作意向书过程中可能接触到的商业机密和敏感信息应予以保密，除非获得对方事先书面同意或法律另有规定，否则不得向任何第三方披露或使用。

第七条 其他