



**Memorandum of Understanding between The Universidad de la República School of Medicine, School of Dentistry and Shantou University Medical College**  
**乌拉圭共和国大学医学院、牙医学院与汕头大学医学院**  
**谅解备忘录**

On ONE PART, the UNIVERSITY OF THE REPUBLIC, an autonomous public entity, with headquarters on July 18, 1968, Montevideo, Uruguay, hereinafter UDELAR, represented by its Interim Rector Álvaro Mombrú, who delegates the signature for this act, to the president of the International Relations Service, Gonzalo Vicci Gianotti, according to resolution 24/2022 dated January 17, 2022, and the Dean of the School of Medicine Prof. Dr. Arturo Briva and Dean of the School of Dentistry, Prof. Dr. Mariana Seoane; and ON THE OTHER PART, Shantou University Medical College hereinafter SUMC, considering that the Institutions share common academic interests and objectives and seek to develop collaboration in fields of experience and common efforts, agree to sign this Memorandum of Understanding according to the following clauses. The activities that will be carried out in accordance with this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties. The terms set forth below represent the good faith intentions of the parties and each party hereto understands and agrees that nothing in this MOU is intended to constitute a binding legal obligation on either party.

一方：乌拉圭共和国大学（Universidad de la República，以下简称“UDELAR”），是一所自治公立机构，总部位于乌拉圭蒙得维的亚市七月十八日大道 1968 号。由代理校长 Álvaro Mombrú 教授代表签署，并根据 2022 年 1 月 17 日第 24/2022 号决议，授权国际关系处处长 Gonzalo Vicci Gianotti、医学院院长 Arturo Briva 教授及牙医学院院长 Mariana Seoane 教授共同签署本谅解备忘录。

另一方：汕头大学医学院（以下简称“SUMC”）。鉴于双方机构拥有共同的学术目标，并致力于在共同专业领域开展协作，现同意按照以下条款签署本谅解备忘录。

依据本谅解备忘录开展的合作活动将遵循合作互惠的原则，旨在实现双方共同利益。下述条款仅代表双方基于诚信达成的意向，各方明确理解并同意，本谅解备忘录的任何内容均不构成具有法律约束力的义务。

#### 1. Purpose 目的

This MOU serves to set out the general academic objectives, which are shared between The Universidad de la República School of Medicine, School of Dentistry and SUMC. This MOU is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each party will be responsible for managing its own costs. To the extent that the implementation of any activities requires a commitment of resources, including manpower, equipment, facilities, physical space and/or intellectual property, a separate agreement must be negotiated and approved by both parties before work on any of the projects can be commenced.

本谅解备忘录旨在明确乌拉圭共和国大学医学院、牙医学院与汕头大学医学院共同制定的总体学术目标，并界定双方为互利合作可能开展的互补性活动的性质与范围。各方应自行承担相关费用。若具体合作项目涉及人力资源、设备、设施、场地及/或知识产权等资源投入，须另行协商达成书面协议并经双方批准后方可启动实施。

## 2. Major Activities envisaged under this MOU 本谅解备忘录拟开展的主要合作活动

Both parties agree to encourage the development of the following types of activities:

双方同意共同推进以下合作类型的开展：

- Arrange for visits and informal exchanges of professoriate, teaching, research and administrative staff in specific areas of education, research, outreach and knowledge exchange.
- 组织教育、科研、社会服务及知识交流等特定领域的教授团队、教学科研人员及行政管理人员进行互访与非正式交流。
- Organize joint conferences, symposia, or other scientific meetings to explore topics of mutual interest.
- 联合举办学术会议、专题研讨会及其他科研论坛，探讨双方共同关注领域的研究。
- Explore the possibilities of collaborating on joint research projects of strategic importance and collaboration.
- 探索具有战略意义的联合科研项目合作的可能性。
- Promote opportunities for faculty and student exchanges.
- 促进师生交流的机会。
- Pursue joint activities in fostering world-class postgraduate education and training, including arranging for postgraduate student exchanges.
- 联合开展世界一流水平的研究生教育与培训，包括研究生交流计划。
- Explore the scope of working jointly on continuing medical/dental education and distance learning.
- 探索共同开展医学/牙科继续教育及远程教育领域的合作空间。
- Exchange academic information and reference materials.
- 建立学术信息与参考资料交流机制。
- Consider creating other exchange and cooperation programs to which both parties agree.
- 可协商开发双方共同认可的其他交流合作项目。

## 12. Force majeure 不可抗力

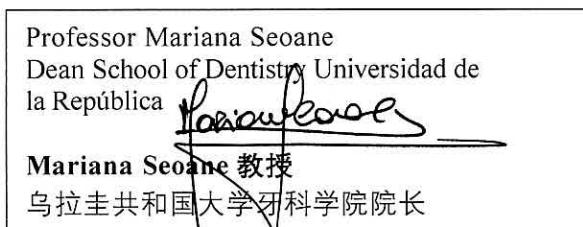
The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, Force Majeure, government issued travel warnings or alerts, or other cause beyond the reasonable control of the party seeking to invoke this paragraph, such non-performance shall not be considered a breach of this MOU.

双方确认，若因罢工或其他劳资纠纷、社会动乱、极端天气、不可抗力事件、政府发布的旅行警告或警报，或其他超出援引合理控制范围的事由导致无法履行本备忘录项下的义务，该等行为不能构成对本备忘录的违约。

## 13. Signatures 签署

This MOU shall enter into force on the date of the signing by qualified representatives of both parties.

本谅解备忘录自双方授权代表签署之日起生效。



Date:  
签署日期: November 8<sup>th</sup>, 2025

Date:  
签署日期: June 19, 2025