



**COOPERATIVE MEMORANDUM OF UNDERSTANDING
BETWEEN
BEIJING FOREIGN STUDIES UNIVERSITY AND
THE UNIVERSIDAD ESTATAL A DISTANCIA COSTA RICA**

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to promote international cooperation in fields of shared interest and expertise between Beijing Foreign Studies University and The Universidad Estatal a Distancia de Costa Rica (UNED), Meritorious of Education and Culture, institution of higher distance education of the Costa Rican State, created by Law 6044 of March 3, 1977, legal document four-zero zero zero-zero four two one five one (4-000-042151), represented in this act with ample and sufficient faculties, by Rodrigo Arias Camacho, identity card four – zero one hundred twenty-five – zero nine hundred seventy-two (4-0125-0971-2), in his capacity as Rector, according to certification of current legal status, article IV, point 1.1, held on February 20, 2019, for the period from March 9, 2019 and March 8, 2024) in the exercise of judicial and extrajudicial representation of the UNED, located in Mercedes de Monte de Oca, San José, Costa Rica.

Types of Cooperation

Recognizing the importance of collaboration and the contributions to society made by institutions of higher education, the parties hereby express their interest in promoting mutually beneficial academic and scientific exchange between the faculties, staff, and students of the two institutions. Through this MOU, both parties agree to endeavor to promote such activities including, but not limited to, in accordance with the respective internal policies and in the different areas of relevance of the parties; teaching, research and extension, the following:

- The development of research projects.
- Academic exchanges of professors, researchers and students.
- Joint academic production.
- Social action projects.

This MOU is a statement of intent and does not create any legally binding obligations between the parties, nor does it place any financial obligations or supplementary funding commitments on either party. Specific activities that the parties desire to undertake require separate written agreements that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity.



The parties agree that, without prejudice to other matters, for the purposes of this MOU and the specific execution agreements derived from it, to comply with current regulations on the following topics:

- a) Intellectual Property.
- b) Processing of personal data.
- c) Harassment or sexual or workplace harassment.
- d) Non-discrimination.

Specific agreements

Universidad Estatal a Distancia, Costa Rica, and Beijing Foreign Studies University, agree that for the joint implementation of the projects program or activities under the scope of this MoU, the corresponding units must negotiate with their competent internal departments the corresponding Agreements

The Agreement must contain at least:

- a) Name, qualities, and representation of the PARTIES.
- b) Purpose of the execution instrument.
- c) Activities to be developed and expected results.
- d) Specific obligations and details of the resources provided by the PARTIES.
- e) Applicable and supplementary regulations.
- f) When applicable, confidentiality clauses, intellectual property rights, and processing protection of personal data.
- g) Instances in charge of supervision, execution, and evaluation of the execution instrument and the project program.
- h) Estimated amount.
- i) Form Method of dispute resolution.
- j) Termination or resolution clause.

Intellectual property

In relation to matters concerning the ownership that arise under the protection of this MOU, of its eventual projects and specific agreements; subject to intellectual property protection, their ownership will be proportional to the participation of the institutions, as previously defined, recognizing at all times the ownership of intellectual property rights as appropriate; it will be regulated in accordance with the provisions of applicable national and international regulations; as well as current institutional regulations on the matter, respecting the hierarchy of regulations.

Data Protection

By entering into this MOU, the parties assume the legal and jurisprudential obligation to protect the personal data they access on the occasion of this MOU, their eventual projects and specific agreements that they sign. Therefore, they must adopt the measures that allow them to comply with the provisions of the Laws in what is applicable to them, and any other law or regulation that modifies or replaces them. As a consequence of this legal obligation, among others, they must adopt logical, administrative and physical security measures, according to the criticality of the personal information they access, to guarantee



that this type of information will not be used, commercialized, assigned, transferred and/or will not be subjected to any other treatment contrary to the purpose included in the provisions of the object of this agreement and of the additional Agreements that are signed, in which the conditions of use of the data must be clearly indicated.

In terms of personal data, UNED will apply all related national regulations, particularly Law No. 8968 of July 7, 2011 and its reforms (Law for the protection of individuals against the processing of their personal data) and its regulations. In cases that correspond according to said regulations, for the processing of personal data, the informed consent of the owner must be obtained.

In the event that information on personal data is accessed, the persons representing the parties in the activities derived from this agreement will be obliged to respect the duty of confidentiality in accordance with the aforementioned regulations.

Use of Logos

The official names and logos of the parties may only be used for the purposes of the scope of this Agreement, their letters of understanding, specific agreements and other agreed instruments, with the prior authorization -in writing- of the corresponding party.

Conflict resolution

This MOU is the product of good faith between the parties, due to which any conflicts that may arise regarding the interpretation, scope and compliance with this agreement or any specific additional agreements will be resolved jointly in the first instance by the coordinators of each agreement or project. If the disagreement persists, and once all the necessary instances have been exhausted to find the respective solution, said controversy will be submitted to the rectors who will decide definitively.

Estimate

This MOU is not susceptible to estimation as it does not include quantifiable obligations other than the ordinary ones of both PARTIES.

Term

This MOU is effective as of the date of the final signature below and shall remain valid for a period of 5 (5) years, with the understanding that it may be modified only by the written mutual consent of both parties, by signing an addendum six (6) months before expiration. Either party may terminate this MOU with advance written notice to the other party of at least thirty (30) days.



BEIJING FOREIGN STUDIES UNIVERSITY

Administrative Management	Academic Management
Name: He Jing Title: Director of International Exchange and Cooperation Address: No. 2, North Xisanhuan Rd, Beijing 100089 . China Phone: 0086-10-88815662 Email: hejingbfsu@bfsu.edu.cn Website: https://www.bfsu.edu.cn/	Name: Li Ziyang Title: Vice-Director of Department of Hispanic and Portuguese Studies Address: No. 2, North Xisanhuan Rd, Beijing 100089 , China Phone: 0086-10-88818212 Email: uni_city@126.com Website: https://www.bfsu.edu.cn/

The parties have had their duly authorized representatives execute and deliver this Agreement as of the Effective Date. This Agreement is completed in English and Spanish; in the case of any discrepancy between the two versions, the English version shall prevail.

BEIJING FOREIGN STUDIES UNIVERSITY

Name: Wang Dinghua
Title: Chairman of University Council

Date:

UNIVERSIDAD ESTATAL A DISTANCIA

Name: Mag. Rodrigo Arias Camacho
Title: Rector

Date:

Fecha de referencia de firma del conenio 14 de junio de 2024



UNIVERSIDAD ESTATAL A DISTANCIA

Administrative Management	Academic Management
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