



Departamento de Decretación
Secretaría General
UNIVERSIDAD DE ANTOFAGASTA

OFICIALIZA CONVENIO QUE INDICA.

196

DECRETO N°

04 MAR. 2013

ANTOFAGASTA,

VISTOS: Lo dispuesto en los D.F.L. N°s 11 y 148, ambos y de 1981 y D.S. N° 332, de 2010, todos del Ministerio de Educación;

CONSIDERANDO:

1. Que, mediante oficio UAFGB N° 002, de 26 de febrero de 2013, de la Facultad de Ciencias Básicas, se solicita la oficialización del Convenio denominado "License Agreement", suscrito entre la Universidad de Antofagasta y el Lawrence Hall of Science de la University of California.

2. Que, en mérito de lo anterior,

DECRETO:

OFICIALÍZASE, el Convenio denominado "License Agreement", suscrito entre la Universidad de Antofagasta y el Lawrence Hall of Science de la University of California, cuyo texto es el siguiente:

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of September 1, 2012, (the "Effective Date") by and between The Regents of the University of California on behalf of its Lawrence Hall of Science ("University") and Universidad de Antofagasta on behalf of its Unidad de Astronomía ("Licensee").

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B. Licensee trains educators in astronomy in Antofagasta, Chile. Licensee desires to obtain from University, and University desires to grant to Licensee, a license to adapt activities contained in the Work into Spanish for the sole use in educational initiatives involving teachers and students from the Antofagasta Region, subject to the terms and conditions hereinafter set forth. The adapted Work is hereinafter referred to as the "Adaptation," or "Adaptations" for more than one such adapted Work.

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AGREEMENT

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5. Term. This Agreement will commence on the Effective Date and, unless terminated earlier under Section 11 below, will automatically terminate on August 30, 2017, and may be extended for an additional five years by written agreement of the parties. Any renewal or extension of the Agreement will be subject to written amendment signed by the authorized representatives of the parties hereto.

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10. Indemnification.

10.1. Licensee's Indemnification. Licensee agrees to indemnify, defend and hold harmless, and release and forever discharge University and all of its agents, employees, representatives, and officers from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages, and expenses (including reasonable attorneys' fees and costs) incurred as a result of or arising by reason of or in connection with (i) any breach by Licensee of this Agreement; (ii) any claim(s) of product liability and/or injury to person or property pertaining to the Adaptation; or (iii) any act or omission under or in violation of this Agreement by Licensee or any persons under Licensee's control, or the employees or agents of any of the foregoing, including but not limited to, acts or omissions pertaining to the production, or use of the Adaptation (but excluding any infringement claims arising out of Licensee's proper use of the Work in accordance with the terms of this Agreement).

University will have the right to approve any attorneys selected by Licensee to defend University, and Licensee will not settle any claim or suit without the prior written approval of University. University will have the right to assume the defense of a claim or suit made or filed against University and for which it is claiming indemnification.

10.2. Claims Procedures. With respect to any claims falling within the scope of Section 10.1 ("Licensee's Indemnification"): (a) the University agrees promptly to notify Licensee of any such claims, allow Licensee to control the defense and settlement negotiations, and fully cooperate with Licensee in such defense and related settlement negotiations (unless University assumes control of the defense as described in Section 10.1 ("Licensee's Indemnification")); (b) Licensee must keep University fully advised with respect to such claims and the progress of any suits in which University is not participating; and (c) University will have the right to participate, at its expense, in any suit instituted against it.

10.3. Limitation of Liability. IN NO EVENT WILL UNIVERSITY BE LIABLE OR OBLIGATED TO LICENSEE OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF UNIVERSITY HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE.

11. Termination and Survival.

11.1. Termination.

11.1.1. Either party upon written notice of ninety (90) days may terminate this Agreement.

11.1.2. University may terminate this Agreement immediately if the Adaptation goes out of print, or Licensee ceases to do business, or Licensee becomes subject to any voluntary or involuntary order of any governmental agency involving the Adaptation because of safety, health, or other hazards or risks to the public.

11.1.3. University may terminate the Agreement if Licensee commits a serious breach of the Agreement and fails to remedy the breach within sixty (60) days after dispatch of a written notice by registered mail requesting the remedy of the breach.

11.2. Effect of Termination or Expiration

11.2.1. Termination or expiration of this Agreement will be without prejudice to any rights or claims that either party may otherwise have against the other party.

11.2.2. Upon the natural expiration or early termination of this Agreement under Section 11.1.1, Licensee shall have the right to exhaust existing inventories and continue to use the Adaptations in accordance with the Agreement for one year from the effective date of termination or expiration. This period may be extended by prior written agreement of the parties.

11.2.3. Upon the termination of this Agreement by University under Section 11.1.2, or Section 11.2.3, Licensee will immediately and permanently discontinue producing and using the Adaptation and any material that incorporates the Work. All rights granted to the Licensee hereunder will revert to University for its use at any time, and Licensee will return all materials containing the Work to University, and no additional Adaptation or activities from the Work will be produced. Licensee will execute all documents necessary or appropriate to revert all such rights to University.

12. Miscellaneous Provisions.

12.1. Compliance with Laws. Nothing contained in this Agreement will require or permit University or Licensee to do any act inconsistent with the requirements of any United States, Chilean, or other national law, regulation or executive order as the same may be in effect from time to time. Licensee will, at Licensee's expense, obtain all necessary governmental approvals, permits, and licenses, and comply with all laws, rules and regulations applicable to the production, distribution, and use of the Adaptation. Licensee will have sole responsibility for any designs, warnings and instructions as to the use of the Adaptation.

12.2. Assignment. Neither party may assign, transfer or encumber any or all of its rights or obligations under this Agreement without the prior written approval of the other party.

12.3. Successors. This Agreement will be binding upon and inure to the benefit of the successors of the parties hereto.

12.4. Independent Contractors. The legal relationship between University and Licensee is that of independent contractors. University and Licensee are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting parties. Neither party will have the power to bind or obligate the other party in any manner other than as is expressly set forth in this Agreement.

12.5. Governing Law; Venue; Jurisdiction. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the United States and the State of California without regard to its conflict of laws provisions. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Alameda County, California, United States of America, and venue in Alameda County, California, United States of America.

12.6. Headings. The headings for each section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular section.

12.7. Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it will be considered severed from this Agreement and will not serve to invalidate the remaining provisions thereof. The parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.

12.8. No Waiver. Any delay in enforcing a party's rights under this Agreement or any waiver as to a particular default or other matter will not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

12.9. Attorneys' Fees. In the event of a dispute between the parties relating to this Agreement or in the event of any default under this Agreement, the party prevailing in the resolution of any such dispute or default by a court of law will be entitled to recover its reasonable attorneys' fees and other costs incurred in connection with resolving said dispute or default.

12.10. Notices. Any notice, report or statement required by this Agreement will be in writing, will specifically refer to this Agreement, and will be sent to the respective addresses set forth below unless subsequently changed by written notice to the other party given in accordance with this section. Such notice, report or statement will be deemed given: (i) ten (10) days after being sent by certified mail, return receipt requested; (ii) when delivered in person; or (iii) when sent by facsimile transmission with the original sent by overnight mail or courier service.

UNIVERSITY: William J. Braner
Senior Business Contracts Officer
Business Contracts Office
University of California at Berkeley
412 O'Brien Hall
Berkeley, CA 94720-5620
United States of America
Fax: 1-510-643-3582

With a copy to: Susan Gregory
Deputy Director Hall of Science
Lawrence University of California
University Berkeley, CA 94720-5200
United States of America
Fax: 1-510-642-1055

LICENSEE: Dr. Luis Loyola
Rector
Universidad de Antofagasta
Avenida Angamos 601
Antofagasta
Chile
Facsimile:

With a copy to: Dr. Eduardo Unda-Sanzana
Director Cs. Básicas
Unidad de Astronomía
Fac. Universidad de Antofagasta
Avda. Angamos 601
Antofagasta 1270300

Chile
Fax:

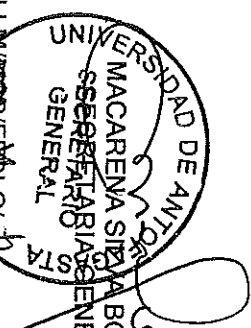
12.11 Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter set forth in this Agreement, and supersedes all other agreements, whether oral or written, between the parties relating to such subject matter. There will be no amendments or modifications to this Agreement, except by a written document signed by the authorized representatives of both parties.

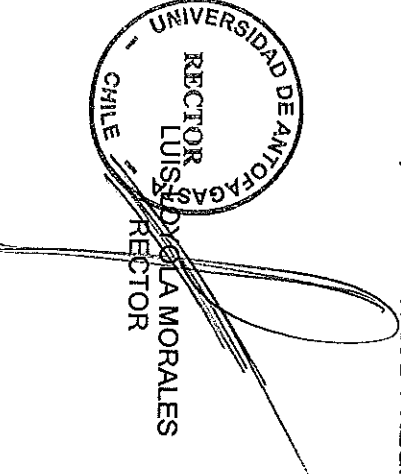
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Firman para su constancia:

Luis Alberto Loyola Morales, Rector Universidad de Antofagasta.
William J. Brauer, Senior Bussiness Contracts Officer.

ANÓTESE, COMUNIQUESE Y REGÍSTRESE.


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