



**FACULTAD DE DERECHO**  
UNIVERSIDAD DE CHILE



University of Colorado  
Boulder

**AGREEMENT FOR DUAL MASTER'S DEGREE IN JURISPRUDENCE/LLM DEGREE**  
**between**  
**FACULTY OF LAW, UNIVERSIDAD DE CHILE**  
**and**  
**The Regents of The University of Colorado (USA)**

This Joint Agreement ("Agreement") is made by and between The Faculty of law of Universidad de Chile ("UCH") in accordance with the laws of higher education in Chile, and the Regents of the University of Colorado, a body corporate, acting on behalf of the University of Colorado Boulder ("UCB") and the University of Colorado Law School ("Colorado Law"), in accordance with the laws of the United States and the State of Colorado. UCH, UCB, and Colorado Law are sometimes jointly referred to as the "parties" or the "institutions."

**WHEREAS**, the parties hereto wish to establish a dual Bachelor of Laws/LLM degree program for the Faculty of Law of Universidad de Chile law students as a means of providing the opportunity for study in another culture and asserting the importance of individual growth and development as well as in the promotion the internationalization, the appropriate transfer of knowledge between University of Chile and University of Colorado Boulder, and their different cultures.

**WHEREAS**, both parties agree that this dual Bachelor of Laws/LLM degree program will be in the best interest of their institutions and will encourage and support their educational missions; and

**WHEREAS**, the general purpose of this Agreement is to promote academic cooperation between the institutions by establishing a dual Bachelor of Laws/LLM degree program under which Universidad de Chile students may be admitted to Colorado Law and take course work at Colorado Law on a coordinated basis, leading to the award of the LLM degree at Colorado Law and the Licenciado en Ciencias Jurídicas y Sociales at Universidad de Chile.

**NOW, THEREFORE**, the parties agree to the following agreement of cooperation, representing a particularly promising means for research development, for international mobility and for strengthening the research cooperation between the two Universities involved, with the following terms:

**ARTICLE 1 – OBJECTIVES**

The parties hereby agree to establish a dual Bachelor of Laws/LLM degree program under which Universidad de Chile students may be admitted to UCB and take course work at Colorado Law on a coordinated basis, leading to the award of Licenciado en Derecho at the Universidad de Chile and the LLM degree at Colorado Law.

**ARTICLE 2 – GENERAL CONDITIONS**

A. The academic units involved in this Agreement are the Facultad de Derecho at the Universidad de Chile and Colorado Law.

- B. Current Universidad de Chile students enrolled in the seventh or eighth semester of their Licenciado en Derecho degree program may seek the nomination from their home institution to apply for and be eligible for admission into the LLM program at Colorado Law. Nominated students may apply and be eligible for admission to UCB's LLM program in UCB's fall semester following the completion of a minimum of seven semesters of their law degree program at the Universidad de Chile.
- C. Nominated applicants to the LLM program may apply for admission to any track in Colorado Law's full-time LLM program.
- D. Nomination to Colorado Law is not a guarantee of admission. If a nominated candidate is admitted to Colorado Law, UCB will enroll the admitted applicant in Colorado Law's one year, two semester LLM program.
- E. In general, the time to complete the LLM degree at Colorado Law is one academic year. Matriculation will occur in UCB's fall semester, and LLM degree program completion will occur the following spring semester.
- F. Colorado Law will not count credits earned prior to matriculation at Colorado Law towards the minimum degree requirement for the LLM degree. The LLM degree requires the completion of 24-credits at Colorado Law. Universidad de Chile student participants in the dual Bachelor of Laws /LLM degree program shall provide Colorado Law with their completed transcripts and proof of the conferral of the Bachelor of Laws before UCB awards the LLM degree. After student program participants have fulfilled all degree requirements at both institutions, UCB will award the student an LLM degree.
- G. Upon completion of a student's period of study at UCB, UCB will send an academic transcript or official record of all coursework completed by the dual degree student to the appropriate UCH office. UCH may duly recognize the credits and coursework completed by dual degree students at UCB in accordance with its own regulations and procedures.
- H. The procedure of enrolment, examination and the conditions for the dual Bachelor of Laws/LLM degree program will be governed by the regulations of each institution. Nomination and admission decisions will be made in accordance with the procedures followed at each institution including both academic and language requirements. Students shall be subject to the policies of each institution in which the student is enrolled. Each institution shall have the authority to discipline a student pursuant to the institution's policies.

### **ARTICLE 3 – SUPERVISION**

- A. Each institution will appoint a coordinator for the dual Bachelor of Laws/LLM degree program in order to monitor and help the students in carrying on research activities and ensuring appropriate enrolment requirements.
- B. Each institution shall require students admitted into the dual degree Bachelor of Laws/LLM Program to agree to abide by the requirements established at each institution, including those requirements pertaining to minimum credit hours, grade point average, and examinations.

### **ARTICLE 4 – FINANCIAL CONDITIONS**

- A. For the periods spent at UCB, UCB will require students to register in the LLM program and pay Colorado Law tuition and fees. Colorado Law may award some students participating in this program scholarships, and tuition for these students will be adjusted accordingly.

- B. Colorado Law will not assume any expenses on behalf of students, including expenses for travel and accommodation. Colorado Law will, however, guide students on ways to make economical travel and lodging arrangements during their residency at UCB.
- C. UCB shall require students to show proof of health insurance meeting federal, state, and institutional requirements before assuming the LLM degree program.
- D. The Universidad de Chile will endeavour to support its graduate students during their residency at UCB.
- E. The signing of this agreement does not entail any financial obligation by the parties and no payments will be made between the two institutions.

#### **ARTICLE 5 – PROGRAM REPRESENTATIVES**

The persons responsible for the program at both institutions shall communicate at least once a year in order to:

- review the effectiveness of the dual Bachelor of Laws/LLM degree program;
- examine the academic results achieved by the students in the context of the Universities' collaborative efforts; and
- propose further actions.

#### **ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS**

All intellectual property rights and any associated rights (IP) conceived of by a student will be managed in accordance with the specific policies and regulations governing the institution at which the intellectual property was first conceived. Notwithstanding the foregoing, ownership of any IP generated by Universidad de Chile students while the Universidad de Chile students are enrolled at UCB, shall be governed by UCB's Administrative Policy Statement 1013 "Intellectual Property Policy on Discoveries and Patents for their Protection and Commercialization."

Universidad de Chile students have the right to publish or otherwise publicly disclose all information and results generated or gathered by the student during the completion of the program at UCB. The Universidad de Chile will require that Universidad de Chile students agree to send a copy of any proposed academic publications (including conference presentations, thesis, etc.) based on their research conducted at UCB to their UCB supervisor prior to final submission for publication or other public disclosure. In the event the research conducted by Universidad de Chile students at UCB is funded by a third-party ("Sponsor"), the Universidad de Chile will require that the Universidad de Chile students agree to submit a copy of any proposed publications concerning such research to Sponsor for review at least thirty (30) days prior to final submission for publication or other public disclosure (this provision applies regardless of whether the Universidad de Chile student is at UCB or the Universidad de Chile at the time of publication submission). Should Sponsor determine that the proposed publication contains patentable subject matter requiring patent protection, Universidad de Chile will require that the Universidad de Chile student shall delay publication for a period of time not to exceed an additional thirty (30) days for the purpose of allowing the filing of patent applications. Additionally, the institutions agree to require students to remove confidential information from publications should Sponsor identify any Sponsor-owned confidential information in the proposed publication which an institution is bound to keep confidential.

Each institution acknowledges that the rights and licenses granted in this Agreement are limited to the scope expressly granted. No other license rights to background or foreground IP shall be created or conveyed by implication, estoppel or otherwise. Each institution reserves all rights not expressly granted to the other party expressly in this Agreement.

#### **ARTICLE 7 – EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date it has been signed by the responsible institution authorities whose names appear below. It will continue in effect, unless terminated as described below, for three years, and may be renewed for an additional three years if both parties agree on renewal in writing. This Agreement contains the entire agreement between the parties with respect to its subject matter; it supersedes all previous agreements, whether written or oral; and it may be amended only by the mutual written consent of the parties hereto.

#### **ARTICLE 8 –TERMINATION**

Either party may terminate this agreement with or without cause by providing the other party with prior written notice of at least one hundred eighty (180) days after the date the written communication of the termination is received by the other party. In the event of a termination, in the absence of another agreement by the parties, students admitted to the dual Bachelor of Laws /LLM degree program shall be permitted to complete the academic year in which the termination occurred.

#### **ARTICLE 9 – NON-DISCRIMINATION**

The parties agree that no person shall on the grounds of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy, be excluded from participation under the terms of this agreement.

#### **ARTICLE 10 – REGULATIONS AND PROCEDURES**

Neither party shall knowingly or intentionally fail to comply with any applicable laws, regulations or procedures in force at their respective institutions' location.

Students in the program shall comply with all immigration laws of the host country and obtain the appropriate visa for their studies. UCB shall assist admitted student with that process to the extent practicable.

#### **ARTICLE 11 – COUNTERPARTS**

This Agreement may be executed in as many counterparts as is necessary or convenient each of which shall be deemed an original but all such counterparts shall constitute but one and the same agreement; however, the parties understand and agree that only English-language counterparts shall be in effect and control. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature.

#### **ARTICLE 12 – GOVERNMENTAL IMMUNITY**

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental

Immunity Act, CRS §§ 24-10-101 et seq., or the Eleventh Amendment of the United States Constitution as applicable now or hereafter amended.

**ARTICLE 13 – INDEPENDENT CONTRACTOR**

In the performance of this Agreement, neither party is authorized or empowered to act as agent for the other party. Neither party shall be bound by the acts or conduct of the other. Neither party will use the identifying marks (logos) of the other without the express written permission of the other party.

**ARTICLE 14 – ADMINISTRATIVE COSTS**

In the administration of this Agreement, each party shall be responsible for its own expenses.

**ARTICLE 15 – CONTACT INFORMATION**

Correspondence about this Agreement shall be addressed to the following:

**For Universidad de Chile**

Office of International Relations  
Pio Nono N° 140, Providencia, Santiago  
CHILE  
Phone + 56 2 29785411  
+ 56 2 29785330  
+ 56 2 29785253

[international@derecho.uchile.cl](mailto:international@derecho.uchile.cl)

**For UCB**

University of Colorado Law School  
University of Colorado Boulder  
Wolf Law Building | 401 UCB  
Boulder, CO 80309-0123  
USA  
Tel: +1 303 492 8047

**ARTICLE 16 – CONFIDENTIALITY OF STUDENT RECORDS**

Colorado Law shall maintain the confidentiality of student records as required by the Family Educational Rights and Privacy Act (FERPA) 20 USC § 1232g.

**ARTICLE 17 – COLORADO PUBLIC RECORDS ACT**

It is understood that UCB is a public institution, and, as such is subject to the Colorado Public Records Act, C.R.S. §§ 24-72-101 et seq. (“CORA”), and UCB’s obligations under this Act supersede its obligations under this provision. For avoidance of doubt, this Agreement is not considered confidential and is subject to disclosure under CORA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and/or authorize the same to be executed by their duly authorized representatives as of the date shown below the representative's signatures; said agreement to become effective as of that later date.

**FOR UNIVERSIDAD DE CHILE**

DocuSigned by:  
  
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Professor Pablo José Ruiz Tagle Vial  
Decano Facultad de Derecho  
Universidad de Chile

1/13/2021

\_\_\_\_\_  
Date

**FOR THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE,**

DocuSigned by:  
*Philip P. DiStefano*  
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1/13/2021

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Philip P. DiStefano  
Chancellor

Date

DocuSigned by:  
*S. James Anaya*  
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1/13/2021

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S. James Anaya  
Dean  
University of Colorado Law School

Date