



Co-operation Agreement

between

**The National Commission for Scientific
and Technological Research**

and

**The European Molecular Biology
Conference**

and

**The European Molecular Biology
Organization**

Preamble

The National Commission for Scientific and Technological Research ("CONICYT") from Chile, and the European Molecular Biology Conference ("EMBC") and the European Molecular Biology Organization ("EMBO"); (CONICYT, EMBC and EMBO hereinafter also referred to separately as a "Party" and jointly as the "Parties");

NOTING that CONICYT has expressed an interest in strengthening links with European molecular biology research through its interactions with the EMBC and the EMBO;

RECALLING that the EMBC was founded by its Member States as an intergovernmental organization to provide for co-operation among European States for fundamental research in molecular biology as well as in other areas of research closely related thereto and that the EMBC Agreement makes provision for co-operation with external organizations and non-Member States;

FURTHER RECALLING that the execution of the General Programme of the EMBC is entrusted to the EMBO and that the purpose of the EMBO is to promote and encourage the development of molecular biology within Europe and beyond;

RECOGNISING the benefits for both Europe and Chile arising from such co-operation;

HEREBY AGREE as follows:

ARTICLE 1

SCOPE

1. The scope of the co-operation between CONICYT and EMBC / EMBO shall include the actions within the limits of the EMBC General Programme and the activities of the EMBO, bearing in mind that all such interactions are aimed at increasing scientific exchange between Chile and EMBC Member States, detailed in point 2, Annex 1, of this Agreement.
2. CONICYT shall have the right to attend the meeting of EMBC as an observer.



ARTICLE 2
FINANCIAL ARRANGEMENTS

1. CONICYT will contribute financially in return for access to the actions within the limits of the EMBC General Programme and the activities of the EMBO, according to CONICYT available budget.
2. The EMBO will issue annually a financial call-up letter to CONICYT according to the provisions of Annex 1 to this Agreement and CONICYT will arrange for the payment to the EMBO, according to its available budget.
3. CONICYT shall not be requested to make any additional financial contributions to the EMBC / EMBO budgets.

ARTICLE 3
COMPETENT AUTHORITIES

The competent authorities for implementation and execution of this Agreement shall be:

- a) For the EMBC and the EMBO: The European Molecular Biology Organization with its address at Meyerhofstraße 1, 69117 Heidelberg, Germany;
- b) For The National Commission for Scientific and Technological Research, CONICYT Executive Director, with its address at Moneda 1375, Santiago, Chile.

ARTICLE 4
CONSULTATIONS

The Parties may agree from time to time to have consultations to analyze the implementation and execution of this Agreement. The format and time of such consultations will be arranged between the Parties as appropriate.



ARTICLE 5
DISPUTE RESOLUTION

Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 6
AMENDMENT

1. This Agreement and its Annex 1 constitute the entire Agreement between the Parties on their co-operation.
2. Any amendment to or modifications of this Agreement need to be in writing and to be duly signed by CONICYT, the EMBC and the EMBO.

ARTICLE 7
ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force and be deemed to take effect from 1 January 2018 or the date of signature of the last Party to sign this Agreement, whichever is later considering administrative procedures to be followed by the Parties in accordance with their current regulations
2. This Agreement may be terminated by either Party by giving at least 1 year written notice.
3. Any termination in terms of sub-Article 7.2 must be in writing and addressed to the EMBO if terminated by CONICYT or addressed to CONICYT if terminated by the EMBC / EMBO.
4. EMBO may terminate this Agreement on giving written notice in the event that CONICYT fails to pay any sums due under this agreement for more than 6 months after the relevant sum has become due, whereupon EMBO's obligations pursuant to this Agreement shall cease. CONICYT shall continue



to be liable to pay the fees and the respective interest (as defined in Annex 1) in relation to the sums due.

5. Termination shall not affect co-operative projects undertaken prior to termination, which shall continue with full force and effect until their completion, unless otherwise agreed by the Parties in writing.



WITNESS WHEREOF the undersigned, being duly authorized thereto, have
ned and sealed this Agreement in triplicate in English, being all texts equally
thentic.

DONE at _____ on this _____ day of _____ 2017

FOR AND ON BEHALF OF CONICYT

C. Nicolai

Christian Nicolai
Executive Director
CONICYT

DONE at Utrecht on this 15th day of November 2017

FOR AND ON BEHALF OF THE EUROPEAN MOLECULAR BIOLOGY
CONFERENCE

Gerrit van Meer

Prof. Gerrit van Meer
President EMBC

DONE at Heidelberg on this 14th day of November 2017

FOR AND ON BEHALF OF THE EUROPEAN MOLECULAR BIOLOGY
ORGANIZATION

Maria Leptin

Prof. Maria Leptin
Director



To the Co-operation Agreement between CONICYT and EMBC and EMBO

Scope of co-operation

1. Scientists from Chile will be eligible to participate in the actions of the EMBC General Programme and EMBO activities with the aim of increasing interaction with scientists in EMBC Member States.
2. This is the list of existing programmes for which Chile is eligible under this Co-operation Agreement. This list is accurate as per date of agreement and is subject to changes and review by EMBO Council.

EMBO Fellowships

EMBO Young Investigators

EMBO Courses & Workshops

Lecture Grants

Travel Grants

Detailed information on the programmes, activities and eligibility criteria is published on the EMBO website (www.embo.org).

3. Observer status at EMBC meetings confers the right for a maximum of two delegates from CONICYT to attend the meetings of the EMBC and to receive all documentation relevant for these meetings. An observer does not have the right to vote.



Financial arrangements

1. Direct contributions from CONICYT to EMBC / EMBO amount to 127.545 Euros in 2018.
2. Direct contributions from CONICYT to EMBC / EMBO for the subsequent years are subject to a 3 % increase per calendar year (e.g.: in 2019 CONICYT will contribute with 131.371 Euros; in 2020 CONICYT will contribute with 135.312 Euros)
3. The annual call-up letter will be issued in November/December of the year preceding the due date.
4. Payments must be made by 31 January of the financial year of the call.
5. The first payment after this agreement comes into force will be made in 2018, and according to CONICYT's budgetary availability.
6. Interest at 3% per annum above the current ECB (European Central Bank) basic rate will be charged on the portion of CONICYT's contribution that has not been paid four (4) weeks after the due date.
7. The financial year runs from 1 January to 31 December.

