

**MEMORANDUM OF UNDERSTANDING ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF SOUTH AFRICA
AND
THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH OF THE REPUBLIC OF
CHILE**

The Department of Science and Technology of the Republic of South Africa, DST, with headquarters in Pretoria, herein, represented by its Deputy Director General for International Cooperation and Resources, DAAN DU TOIT and the National Commission for Scientific and Technological Research, CONICYT, with headquarters at Moneda 1375, Santiago, represented by its Executive Director CHRISTIAN NICOLAI, hereinafter referred to as "Parties":

RECOGNISING the importance of promoting cooperation in scientific and technological research between CONICYT, Chile and the DST, South Africa, wishing to strengthen this cooperation on the basis of equality and mutual benefit;

CONSIDERING the need to strengthen the links between the scientific communities of both countries and to encourage new forms of collaboration between their research centers;

WISHING to promote initiatives for collaboration in scientific research and technological development in priority areas of interest to both Parties;

Undertake as follows:

CLAUSE ONE

PURPOSE

- (1) Through this Memorandum of Understanding, the Parties intend to develop and strengthen their cooperation in the fields of science, technology and innovation, in accordance with its own programs and those jointly approved.
- (2) This collaboration will take place through the development of projects and activities that form an integral part of the scientific, technological and innovation programs of cooperation covered by



this instrument, defined by the Participants, subject to their internal rules and budgetary disposition.

CLAUSE TWO

COLABORATION METHODS

- (1) The Parties will promote their collaboration, according to their national laws and domestic regulatory framework, in accordance with their available budget through:
 - a) Exchange and support to experts, researchers and specialists on issues of common interest, in the framework of joint research, technology, and innovation projects;
 - b) Joint Promotion of the development of scientific research, technology and innovation projects;
 - c) Organization of conferences, workshops, seminars and scientific meetings on topics of interest to both Parties;
 - d) Organizing missions with participation of experts in the defined areas of common interest;
 - e) Development of joint studies in science, technology and innovation of common interest;
 - f) Promote the development of groups or networks of international cooperation;
 - g) Any other modality of scientific and technological cooperation in which the Parties convene and in accordance to the valid legislation.
- (2) In addition to the above mechanisms, the Parties may carry out cooperation through instruments or programs of each institution.
- (3) The Parties will identify through the appropriate institutional mechanisms, the research opportunities of common interest to support.
- (4) Parties value seeking opportunities for cooperation with other countries and / or regional partnerships.
- (5) The activities mentioned in the present Clause can be developed in all areas of knowledge.



CLAUSE THREE

IMPLEMENTATION OF PROGRAMS

The necessary actions for the planning and implementation of the programs carried out under this Memorandum of Understanding will be established by the exchange of written communications between the Parties, in accordance with its internal regulations. These actions will be considered accepted by the other Party, once received written communication of their consent.

CLAUSE FOUR

EVALUATION OF RESEARCH PROPOSALS

Regarding the development of joint calls, the Parties shall agree on the terms, objectives, conditions and financing terms of each joint call, nevertheless, each Party can prepare its admission guidelines and application requirements, in accordance with its current regulations, to which their respective national applicants will be subject.

Specifically, the Parties will agree on the procedures for submitting and evaluating proposals, while jointly deciding which projects will be supported or granted.

CLAUSE FIVE

INTELLECTUAL PROPERTY

- (1) The Parties agree that if the cooperative activities on the occurrence of this Memorandum of Understanding generate products of commercial value and intellectual property rights, these will be governed by the applicable national laws of each country.
- (2) The intellectual property rights on any product that can occur in connection with the cooperation activities developed with the funds transferred under this Memorandum of Understanding will



belong to the institutions that develop it, which will be specified in each case in the agreement with such institutions.

CLAUSE SIX

FINANCING PROGRAMS AND PROJECTS

- (1) Each Participant will provide the financial means to ensure the implementation of specific work programs, projects or cooperative activities, according to their national regulations and according to their budget availability and in line with what is to be agreed between the Parties to that specific program or project.
- (2) The Parties will finance the costs of their respective collaborators and representatives in administrative tasks, including visits to the other Participant's country (international and local transport in the host country, and accommodation).

CLAUSE SEVEN

JOINT STEERING COMMITTEE

- (1) The Parties will appoint a Joint Steering Committee responsible for the coordination and execution of this Memorandum of Understanding, including the amount of funding and its timing, the implementation and monitoring of the activities of this instrument, as well as negotiations and exchanges of correspondence required by the Memorandum of Understanding, in accordance with internal administrative procedures of each Party.
- (2) Both Parties accept to establish a Joint Steering Committee to oversee and carry out the responsibilities under this Memorandum, as well as to immediately inform the other Party of any change or replacement regarding the members of this Committee.

CLAUSE EIGHT



PROHIBITION OF EMPLOYMENT

- (1) Visiting fellows / experts / researchers in the framework of joint activities under this Memorandum of Understanding, will not participate in activities unrelated to their mission. No job correlation will be established between visiting scholars / experts / researchers and the hosting and funding institutions.
- (2) The personnel assigned by each of the Parties to carry out cooperative activities under this Memorandum of Understanding, will continue under the direction and dependence of the institution to which they belong, so that no labor relation will be created with the other Party.

CLAUSE NINE

DURATION AND EXTENSION

This Memorandum of Understanding will remain in force for a period of five (5) years from the date of its signature, and will be extended automatically for the same period unless one of the Parties expresses its intention to finish it by means of a written letter to be presented at least sixty (60) working days prior to its termination.

CLAUSE TEN

MODIFICATIONS

- (1) This Memorandum of Understanding may be modified by mutual consent of the Parties, by negotiations conducted through written correspondence.
- (2) The eventually agreed modifications will be effective by the signing of an Addendum (s) and will enter into force on the date of signature of the instrument by both Parties.

CLAUSE ELEVEN

IMPLEMENTATION AND MONITORING



- (1) The Parties will pursue technical and financial supervision of the cooperative activities under this Memorandum of Understanding within its validity considering each Party's regulations.
- (2) Every year the Parties will submit a report on the activities implemented under this Memorandum of Understanding, integrating the data and the results of the activities performed, which will have to be informed to the other Party.

CLAUSE TWELVE

COMMUNICATIONS

Any notice to be served on either of the Parties by the other Party will be made in writing and will be sent to the following addresses:

(a) **DST:**

Address: DST Building 53

CSIR Scientia Campus

Meiring Naude Road

Brummeria

Pretoria

0184

Att.: Ms Punkah Mdaka: Overseas Bilateral Cooperation

(b) **CONICYT:**

Moneda 1375

Santiago, Chile.

Att.: Programa de Cooperación Internacional

CLAUSE THIRTEEN

TERMINATION OF THE MEMORANDUM OF UNDERSTANDING



- (1) Either Participant, at any time, may terminate this Memorandum of Understanding by giving 60 (sixty) days' written notice to the other Party prior to the date when activities close.
- (2) Termination of this Memorandum of Understanding will not affect the completion of cooperation activities approved or under implementation, for which purpose the Parties will maintain the budget allocations for them during the period of implementation.



CLAUSE FOURTEEN

DISPUTE SETTLEMENT

Any dispute arising from the interpretation or application of this Memorandum of Understanding will be resolved by the Parties by mutual agreement through direct negotiations or by correspondence and its resolution will be documented in writing.

This Memorandum of Understanding supersedes any previously signed agreement; considering the proper conclusion of the activities that have been formalized during the term of this.

Signed in Pretoria on 14.09.17 in two documents, one in Spanish and one in English, being these two equally authentic texts.

FOR the NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH, (CONICYT),	FOR the DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF SOUTH AFRICA, (DST),
 Christian Nicolai Executive Director	 Mr Daan Du Toit Deputy Director General

