

Memorandum

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH OF THE REPUBLIC OF CHILE AND THE NATURAL SCIENCES AND ENGINEERING RESEARCH COUNCIL OF CANADA

The National Commission for Scientific and Technological Research of the Republic of Chile, hereafter referred to as "CONICYT", and The Natural Sciences and Engineering Research Council of Canada, hereafter referred to as "NSERC", both entities hereafter referred to as "the Parties".

Recognizing the key role that science, technology, and innovation play in economic and social development and the potential benefits of enhanced scientific and technological collaboration between the two agencies,

The Parties have mutually agreed as follows:

1. The Parties will:

- a) Promote collaboration in science, technology, and innovation in areas of mutual interest;
- b) Facilitate mutually beneficial collaboration in science, technology and innovation through the interaction between their respective research communities, such as in human capital training, research and development activities, under their respective program frameworks and guidelines.

2. In pursuance of the objectives of this Memorandum of Understanding, referred to in paragraph 1 above, the Parties will:

- a) Identify opportunities for and promote concrete co-operative activities involving their respective research communities, such as joint research and development projects as well as human capital training, as mutually decided upon by both Parties;
- b) Encourage increased science and technology collaboration between relevant institutions by sharing and disseminating information about funding mechanisms to support the organization of scientific, and technological meetings, workshops, and symposia of mutual interest.

3. This Memorandum of Understanding will respect policies relative to negotiation of Intellectual Property (IP) Rights established by researchers' respective institutions. This Memorandum of Understanding is based on equality, reciprocity and mutual benefit, and implies no financial commitment from either Party.

Details of financing and other appropriate matters for implementation of the cooperative activities under this Memorandum of Understanding will be subject to specific agreement between the Parties on a case by case basis, beginning with the joint development of an Action Plan. The Parties understand that the intention of this Memorandum of Understanding is not to create legally binding commitments between the Parties in either domestic or international legislation.


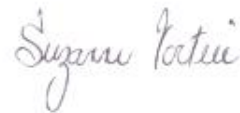
4. Any dispute arising from the interpretation or implementation of this Memorandum of Understanding will be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide.

5. This Memorandum of Understanding may be amended by mutual written consent of the Parties at the request of either Party. Any amendments will become effective upon written notification of mutual agreement by the Parties.

6. This Memorandum of Understanding shall be valid for a period of five (5) years. By mutual consent, the MoU may be extended for an additional five-year period. It may be terminated by either Party upon at least six (6) months written notice to the other Party. Termination of this Memorandum will not affect the activities already approved jointly under the terms of this Memorandum.

Done in four originals copies in Spanish and English, two in each language,
all texts being equally authentic and of equal effect.

Signed at Ottawa, Canada, June 9, 2008

 <p>Vivian Heyl President National Commission for Scientific and Technological Research of the Republic of Chile</p>	 <p>Suzanne Fortier President Natural Sciences and Engineering Research Council of Canada</p>
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