

# **COOPERATION AGREEMENT**

between

**COMISION NACIONAL DE INVESTIGACION CIENTIFICA Y  
TECNOLOGICA DE CHILE (CONICYT)**

and

**THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH  
(CERN)**

concerning

**THE FURTHER DEVELOPMENT OF SCIENTIFIC  
AND TECHNICAL CO-OPERATION IN THE RESEARCH PROJECTS OF  
CERN**

1991

The Comision Nacional de Investigacion Cientifica y Technological de Chile (CONICYT), represented by the President,

and

the European Organization for Nuclear Research hereafter called CERN and represented by the Director-General,

hereinafter referred to as the Parties,

**CONVINCED** that research in high energy physics is important for the development of fundamental science and technological progress;

**CONSIDERING** the wish of CERN to strengthen and further its cooperation with States which are not members of CERN but with which a close and successful cooperation could be established;

**CONSIDERING** the objective of Chile to develop the field of particle physics, based on a national long-term plan;

**RECOGNIZING** the desirability and mutual interest of both parties in developing their existing scientific and technical collaboration in elementary particle physics and related fields;

**TAKING INTO ACCOUNT** the aim of Chile to ensure on a long-term basis opportunities for their specialists to participate in the new CERN research projects and to use its unique laboratory facilities;

**HAVE AGREED** as follows:

## **ARTICLE 1**

### **Purpose**

The purpose of the present Agreement is to provide a framework to enable the parties to develop a scientific and technical co-operation on a basis of reciprocity, with the participation in research projects and programmes of mutual interest.

## **ARTICLE 2**

### **Participation in research projects**

- (a) The co-operation shall be mainly organized on the basis of research projects. Each of them will give rise to a specific Protocol to the present Agreement, as established in Article 6.
- (b) Chilian physicists, engineers and specialized technicians may participate in CERN research projects in the field of experimental and theoretical physics, accelerator and detector engineering (including the up-grading of LEP) and informatics, subject to conditions to be defined in the aforementioned protocols.
- (c) The contribution of Chile to a particular CERN project shall be made in terms of either manpower, materials or cash, or any combination of these.

## **ARTICLE 3**

### **Participation in major programmes of CERN**

The Chilian party expresses its interest and intent to participate in future major programmes and/or projects of CERN. The parties will consider the forms and conditions of such a participation, to be defined in (a) specific Protocol(s) to the present Agreement, under the terms established in Article 6.

#### **ARTICLE 4**

##### **Validity**

The implementation of this Agreement should not violate other international obligations of either of the two parties.

#### **ARTICLE 5**

##### **Scientific personnel**

- (a) CERN will consider applications from scientists in Chile for appointment to positions within the framework of the Scientific Associates programme for nationals of Non-Member States.
- (b) CERN may also from time to time offer to pay the living expenses of engineers and technicians from Chile to work at CERN on specific projects.
- (c) Young scientists and engineers from Chile may also apply to attend the CERN Schools, namely the Accelerator School, the Computing School and the School of Physics.

#### **ARTICLE 6**

##### **Protocols**

- (a) The execution of this Agreement is subject to individual Protocols which shall govern the cooperation between the Chilean Research Centres and CERN in the development of specific projects of mutual interest. They shall be prepared and signed between CERN, CONICYT and the Chilean Institutions involved. The principles of contributions of that (those) Institution(s) to the project(s) will be strictly defined in each Protocol. The Protocols will be an integral part of this Agreement.
- (b) In due time, the parties shall define in (a) specific Protocol(s) the rules governing the status of their respective staff whilst being on the territory of the other party, the question of liability and insurance, the matter of intellectual property and of transfer of technology.

## **ARTICLE 7**

### **Consultancy**

Upon request from CONICYT and at their expense, CERN would be willing to send members of its personnel to Chile, to act as consultants in order to give help and advice in establishing new activities in Chile related to the development of co-operation with CERN.

## **ARTICLE 8**

### **Approval**

This Agreement and any Protocols provided for under the terms of Article 6 shall be approved by the contracting parties.

## **ARTICLE 9**

### **Disputes**

Any dispute which may arise between CERN and the Chilean Comisión Nacional de Investigación Científica y Tecnológica concerning the interpretation or application of the present Agreement and which cannot be settled by direct negotiation shall, unless the parties agree to another method of settlement, be submitted at the request of any one of them to an arbitration tribunal composed of three members, namely an arbitrator chosen by the Director-General of CERN or the person acting in his stead, an arbitrator chosen by the Chilean Comisión Nacional de Investigación Científica y Tecnológica and a third independent arbitrator chosen jointly by the two others, who shall be chairman of the tribunal.

The application shall include the name of the arbitrator chosen by the applicant; the respondent shall appoint his arbitrator and inform the other party of his name within two months of receiving the application. If the respondent fails to notify the name of his arbitrator within the said period of two months or if the two arbitrators fail to agree on the choice of a third arbitrator within two months of the last arbitrator having been appointed, the arbitrator or the third arbitrator, as the case may be, shall be chosen by the President of the International Court of Justice, at the request of whichever party is first to apply to the Court.

The tribunal shall establish its own rules of procedure. Its decisions shall be binding on the parties and the parties shall have no right of appeal.

## ARTICLE 10 Duration

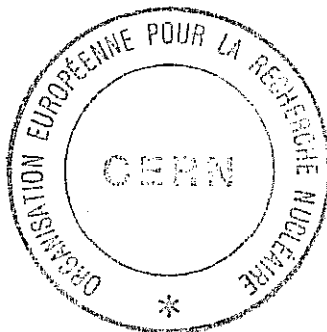
This Agreement shall be in force for an initial period of five years from the date of its signature. It may be renewed for the same period unless six months' notice of termination is given by either party to the other.

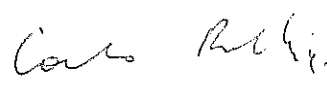
Done at Santiago, Chile, on October the 10<sup>th</sup> 1991.  
in two versions, in the English and Spanish languages. However, for the purpose of interpretation or in the case of litigation, only the English version shall be considered.

For the Comision Nacional  
De Investigacion Cientifica  
y Technologica de Chile  
(CONICYT)

For the European Organization  
for Nuclear Research (CERN)

  
Enrique D'ETIGNY L.  
President



  
Carlo RUBBIA  
Director-General