

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL  
RESEARCH OF THE REPUBLIC OF CHILE  
AND  
THE MAX PLANCK SOCIETY OF THE FEDERAL REPUBLIC OF GERMANY**

The National Commission for Scientific and Technological Research of the Republic of Chile, hereafter referred to as "CONICYT" and The Max Planck Society for the Advancement of Science, a private non profit organization in the Federal Republic of Germany, hereafter referred to as "MPG", both entities hereafter referred to as "the Parties".

Recognizing the key role that science and technology play in economic and social development and the potential benefits of enhanced scientific and technological co-operation between the two institutions

Have mutually decided as follows:

1. The Parties will
  - a) Promote co-operation in science and technology in areas of mutual interest;
  - a) Facilitate mutually beneficial collaboration in science and technology through interaction between their relevant institutions (Max-Planck-Institutes and universities) and in cooperation with elected enterprises in the two countries, such as in research and development activities, under the respective regulatory framework.
2. In pursuance of the objectives of this Memorandum of Understanding referred to paragraph 1 above, the Parties will:
  - a) Identify opportunities for and promote co-operative activities, such as joint research and development projects, as mutually decided upon by both Parties;
  - b) Encourage increased science and technology collaboration between relevant agencies and institutions by supporting the organization of scientific, and technological meetings, workshops, and symposia of mutual interest;
3. Separate arrangements and contracts may be concluded between relevant agencies, institutions and enterprises of two parties covering specific fields of collaboration, the treatment of intellectual property, details of financing and other appropriate matters for implementation of the cooperative activities under this Memorandum of Understanding.



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. Should any provision of this agreement be or become invalid, ineffective or unenforceable, the remaining provisions of this Agreement shall be valid. The Parties agree to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which economically best meets the intention of the Parties. The same shall apply in the case of an omission.

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

7. 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 Santiago, Chile, 31 March, 2008

 Vivian Heyt President For the national Commission for Scientific and Technological Research Chilean Republic	 Herbert Jäckle Vice- President For the Max Planck Society Federal Republic of Germany
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