INTERINSTITUTIONAL AGREEMENT OF SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION BETWEEN THE RESEARCH COUNCIL OF NORWAY AND THE CHILEAN NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH (CONICYT)

The Chilean National Commission of Science and Technological Investigation (CONICYT), and the Research Council of Norway, hereinafter "The Parties",

Recognizing the fundamental roles that science, technology and innovation play in economic an social development, and the potential benefits of an increase of scientific and technological cooperation between both countries,

AGREE TO THE FOLLOWING INTERINSTITUTIONAL AGREEMENT OF SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION, HEREINAFTER "THE AGREEMENT":

FIRST:

The Parties declare:

 (a) that they will promote co-operation in scientific and technological areas of common interest, and

(b) facilitate the mutually beneficial co-operation in science and technology, by way of the interaction of research institutions and relevant companies from both countries.

SECOND:

In order to fulfill the objectives of this Agreement as mentioned in the above First clause, the Parties declare that:

 (a) they will identify opportunities and will promote activities of cooperation, such as joint research and project development, determined by mutual consent;

 (b) they will analyze the possibility of coaching young researchers by way of internships, master and doctorates in areas of mutual interest;

(c) they will encourage greater co-operation between both countries by supporting the organization of scientific and technological meetings, workshops and symposia of mutual interest where Chilean and Norwegian researchers from agencies, universities, companies, laboratories, and other research centers will have the opportunity to discuss co-operation in research, and the exchange of information resulting from research in the scientific and technological fields;

(d) they will analyze the opportunities of financing the expenditures of their nationals to carry out the activities in order to fulfill the objectives, and

(e) they will facilitate the relationship between prevalent project of applied sciences and technological internships in state of the art areas of reciprocal interest; these exchanges may be perfected by way of residencies in advanced specialization schools and complemented with training in companies.

THIRD:

Separate agreement may be agreed between relevant agencies, institutions and companies from both countries, which will regulate specific areas of cooperation, the management of intellectual property, details of financing and other related matters for the implementation of activities of co-operation covered by this Agreement.

FOURTH:

The responsibility of putting into practice and executing this Agreement from the Chilean part rests with CONICYT, inasmuch as the responsibility on the Norwegian side rests with the Research Council of Norway.

In order to follow up the activities referred to this Agreement, representatives of each Party will co-ordinate this activity through electronic means and subject to the availability of funds, a biannual consultation meeting of a CONICYT-RCN Join Committee may take place alternating between Chile and Norway. The Parties should define the structure and the numbers of the Joint Committee.

FIFTH:

The Joint Committee shall:

- a) Consider the policy aspects relevant to the implementation of this Agreement;
- b) Identify areas of mutual interest and formulate cooperation programs for specified periods of time on the basis of the priority interest of the Parties;
- c) Follow up the progress of the implementation of this Agreement; and
- d) Propose to the Parties specific measures to enhance and strengthen the scope and quality of cooperation under this Agreement.

SIXTH:

Any controversies that may arise from the interpretation or application of this Agreement shall be resolved amicably and expeditiously through consultations and negotiations between the Parties, or through any other means agreed to by both Parties, and shall be in harmony with the legislation to which both countries are tied.

SEVEN:

This Agreement may be modified by mutual written consent of the Parties, or by request by either of them. All modifications shall be executed in writing by the Parties. The modifications shall be implemented by the signing of an Annex to the Agreement.

EIGHTH:

This Agreement shall enter into force on the date of signing. Either one of the Parties may terminate this Agreement by notice in writing to their counterpart, in which case, final termination will occur 90 days after said notification. The expiration of this Agreement will not affect the activities in progress, unless both Parties specifically agree to the contrary.

NINETH:

The Parties declare that they are endowed with the necessary legal powers to represent and obligate their institutions according to the respective statutes governing each of them. Even so, the Parties declare that "goodwill" is the primary factor in the completion and interpretation of the clauses of this Agreement.

Subscribed to in six originals, two in Spanish, two in Norwegian, and 2 in English, all equally valid and authentic. In case of any divergence regarding their interpretation, the English text shall prevail.

Signed at Santiago, Chile, March 26th 2008

For the Chilean National Commission of Science and Technological Research, CONICYT

V. Hund Name: Mrs. Vivian Heyl Chiappini

Designation: President.

For the Research Council of Norway, Name: Mr. Arvid Hallén

Designation: Director General.