

**AGREEMENT  
ON COOPERATION IN SCIENCE AND  
TECHNOLOGY  
BETWEEN  
THE NATIONAL COMMISSION FOR SCIENTIFIC  
AND TECHNOLOGICAL RESEARCH OF THE  
REPUBLIC OF CHILE  
AND  
THE MINISTER OF SCIENCE AND HIGHER  
EDUCATION  
OF THE REPUBLIC OF POLAND**

Minister of Science and Higher Education of the Republic of Poland and the National Commission for Scientific and Technological Research (CONICYT) of the Republic of Chile, represented by its President, hereinafter referred to as "the Parties",

AWARE of the importance and the mutual advantages that would result from cooperation in scientific and technological research;

DESIRING to establish a solid basis for cooperation that will expand and strengthen the cooperative activities in areas of common interest;

CONSIDERING the significance of establishing reciprocal mechanisms that shall contribute to the exchange between the scientific units of the Parties, as well as supporting their participation in the UE Framework Programmes;

CONSIDERING the Agreement on Scientific and Technological Cooperation between the European Union and the Republic of Chile signed on 23 September 2002;

CONVINCED of the importance of contributing to the development of science and technology that have a significant impact on the economic and social advancement of both countries;

Have agreed as follows:

## **ARTICLE 1**

1. The aim of this Agreement is to establish a solid basis for cooperation in scientific and technological research which will foster the cooperative activities in areas of common interest along with exercising the opportunities given by the UE Framework Programmes to execute the multilateral research and development activities.

2. For the purpose of this Agreement, the common programmes and projects mean any programmes and projects of scientific and/or technological research, maintained by the Cooperating Entities, as defined in Article 2, paragraph 1, due to accomplish determined goals in a specified period of time.



## **ARTICLE 2**

1. The Parties shall encourage and support the cooperation in science and technology through direct contact between scientific units of the two countries, including basic organisational units of institutions of higher education, research and development institutions and other organisational units of scientific profile, hereinafter referred to as "the Cooperating Entities", in conformity with their respective national legislation.

2. The cooperation under this Agreement may cover all the activities on research and technological development. The abovementioned activities must be directed towards promoting scientific progress, industrial competitiveness and economic and social development.

3. The cooperation shall be carried out through the following forms:

- 1) Exchange of scientists, specialists and technical experts;
- 2) Visits and exploratory expeditions of scientists, research and development policy-makers and technical experts;
- 3) Realization of joint research, development and/or educational programmes and projects, including the exchange of documentation with the respective results;
- 4) Organization of and participation in scientific conferences, symposia, courses, workshops, consultations and exhibitions, including participation of experts in such activities;
- 5) Exchange of scientific and technological information, documentation, as well as material and equipment needed for execution of cooperative activities;
- 6) Any other form of research, consultation and/or experience exchange agreed upon and considered to be in conformity with the policies and procedures applicable in both Parties.

## **ARTICLE 3**

1. In order to bring about appropriate conditions, to concede facilities and support an effective implementation of the provisions of this Agreement, the Parties set up a Joint Committee on cooperation in

science and technology composed of the representatives of the Parties.

2. The Joint Committee shall, as a general rule, meet every two years alternately, unless otherwise agreed, in each of the countries on mutually convenient dates.

3. The Joint Committee shall carry out the following tasks:

1) defining and reviewing periodically the priority areas and forms of cooperation on the basis of the information delivered by institutions of each country and their national policies in science and technology;

2) creating the favorable conditions for implementation of programmes and projects undertaken in the frame of this Agreement;

3) making recommendations to the Parties concerning priority sectors and programmes and/or projects of cooperation;

4) elaborating the periodical Executive Programmes;

5) exchanging the experience arising from the bilateral cooperation in science and technology and examining the proposals for its further development;

6) overseeing, formulating and submitting to the Parties its pertinent recommendations for its proper implementation of this Agreement.

4. The Joint Committee may elaborate its own rules of procedure.

#### **ARTICLE 4**

1. The Executive Programme, mentioned in Article 3, paragraph 3, section 4, shall determine:

1) name and duration of each programme and/or project of cooperation;

2) fields and subjects of cooperation;

3) the Cooperating Entities responsible for realization and implementation of programmes and/or projects;

4) conditions of financing programmes and/or projects, according to Article 5;

5) rules concerning acquirement of medical insurance;



6) perspectives and stipulations concerning the future calls for proposals. Calls for proposals shall be announced jointly in Chile and in Poland in conformity with the legal regulations of each country.

#### **ARTICLE 5**

Cooperative activities shall be subject to the availability of appropriated funds and to the applicable national legislation of the Parties. The Parties in a manner to be mutually agreed upon shall share costs of cooperative activities. Costs incurred by the participants in cooperative activities shall, in principle, give rise to no transfer of funds from one Party to the other, unless otherwise agreed by the Parties.

#### **ARTICLE 6**

Results of joint programmes and projects and any other information derived from cooperation activities under this Agreement, will be announced, published or commercially exploited with the written consent of the Cooperating Entities and according to international agreements in force in both countries concerning the regulations of intellectual property protection.

#### **ARTICLE 7**

The Parties may by mutual consent, request financing from or/and participation of international organizations, as well as participation of scientists, technical experts, institutions and the organizations from the public and private civil sectors of the Third Countries in the execution of programmes and projects carried out under this Agreement. The cost of such participation for international organizations and Third countries shall be covered by them unless the Parties agree otherwise in writing.

#### **ARTICLE 8**

1. Questions or disputes related to the interpretation or implementation of this Agreement shall be settled by mutual agreement between the Parties.

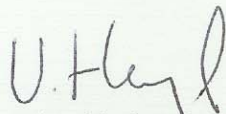
2. This Agreement shall enter into force on the date when the Parties notify each other of the fulfillment of their necessary national legal procedures. The date of the last notification is deemed to be the date of the Agreement's coming into force.

3. This Agreement shall not affect the validity or execution of any regulations or obligations arising from other international agreements in force for each Party.

4. This Agreement shall remain in force for a period of five years and will then be automatically renewed for subsequent periods of five years, unless either of the Parties serves written notice on the Other of its intention to terminate this Agreement. In such case the termination of this Agreement will come into effect six months from the date of the said notification.

5. The termination of this Agreement will not affect the conclusion of the programmes and projects already under execution, unless the Parties agree otherwise.

Done at Santiago, Chile, on the 17th day of November 2006 in two copies, each in the Polish, Spanish and English languages, each text being equally authentic. The English version will prevail whenever there is a divergent interpretation between these texts.



For the National  
Commission for Scientific  
and Technological  
Research  
of the Republic of Chile



For the Minister  
of Science and Higher  
Education  
of the Republic of Poland