



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL
RESEARCH (CONICYT), GOVERNMENT OF CHILE
AND
THE INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND
BIOTECHNOLOGY (ICGEB)

THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH, hereinafter referred to as **CONICYT**, represented by Dr. José Miguel Aguilera Radic, President, and the **INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY**, hereinafter referred to as **ICGEB**, represented by Prof. Francisco E. Baralle, Director-General, subscribe to the present Memorandum of Understanding, subject to the following recitals and clauses:

WHEREAS **ICGEB** and **CONICYT** wish to enter into a Cooperative Agreement, with the primary objective to develop collaborative efforts between **CONICYT** and **ICGEB**, which will enhance the interchange between and among the two Institutions, and thereby benefit the Member States of **ICGEB**. Recognizing the importance of mutual collaboration, and the contributions to society made by institutions of research, education and technical cooperation, the partners desire to promote the organization of joint training activities;

WHEREAS the **ICGEB** is an intergovernmental organization established within the United Nations common system to provide the international community with a Centre of excellence for research and training in genetic engineering and biotechnology, with special attention to the needs of the developing world; and

WHEREAS the **ICGEB** is renewed for providing a scientific and educational environment of the highest standard and conducting innovative research in life sciences for the benefit of its member countries. It strengthens the research capability of its Members States through training and funding programs and advisory services and represents a comprehensive approach to promoting biotechnology internationally and

WHEREAS the **ICGEB** through the activities of its three Components, located in Trieste, New Delhi and Cape Town, respectively, as well as of a Research and Training Unit, recently established in Buenos Aires, advocates the safe and sustainable use of biotechnology, also through the implementation of comprehensive programs aimed at building capacities in biotechnology; and

WHEREAS CONICYT is a governmental agency established in 1967 by the Ministry of Education, Government of Chile, as an advisory body to the President on matters of scientific development, with a main focus on strengthening the human and scientific and technological base of the Country; and

WHEREAS CONICYT provides funding to both individual research projects as to the organization of training activities that could have a direct impact on building capacities throughout Latin America;

NOW THEREFORE, the contracting parties hereby AGREE as follows:

CLAUSE ONE: Objectives

To foster linkages and transfer scientific based information, technology and skills between CONICYT and ICGEB, in order to support capacity building activities.

CLAUSE TWO: Areas of Cooperation

The areas of cooperation covered by this Memorandum of Understanding shall be any which contribute to the achievement of the objectives set forth in this Memorandum of Understanding. However, emphasis will be placed on organizing training courses in molecular biology, biotechnology and biosafety.

CLAUSE THREE: Operating Procedures

The Parties shall observe the following guidelines for implementing the current Memorandum of Understanding insofar as is possible and advisable:

- (a) Every year, and within the established deadlines set by the ICGEB within the framework of its Short-term Training Program, CONICYT will submit to ICGEB, through the Liaison Officer for Chile, a number of proposals for training courses, to be hosted by Chilean research and academic institutions in the following financial year.
- (b) The proposals should be compiled in accordance with the prescribed format for all applications submitted by ICGEB Member States that intend to organize a training course or a workshop on behalf of the ICGEB, and will be submitted for evaluation to the internal selection committee of the ICGEB.
- (c) Subject to the satisfactory evaluation by the committee, at least two proposals will be approved for funding and inserted in the calendar of Meetings Courses organized by the ICGEB in the subsequent financial year.
- (d) The relevant administrative and contractual procedures will follow the normal guidelines applicable to institutions in ICGEB Member States organizing a training course or a workshop on behalf of the ICGEB.

CLAUSE FOUR: Financial aspects

- (a) As for the years 2012-2014, each of the Parties to the Memorandum of Understanding shall equally share the funding of the two training events to be held for each year.
- (b) For each of the two training events to be held in 2012, CONICYT shall transfer its share of US\$ 15,000 directly to the course organizer, in accordance with its own administrative rules and guidelines. ICGEB shall transfer its share of US\$ 15,000 directly to the course organizer, in accordance with its own administrative rules and guidelines.
- (c) As for the years 2013 and 2014, CONICYT shall provide the same financial support as the one of 2012 insofar as is possible in terms of its budget. ICGEB, during the same period of time, shall provide an equivalent amount as CONICYT for each one of the two training courses per year.

CLAUSE FIVE: Conflict Resolution

Any dispute between the Parties relative to the interpretation, application, or execution of the present Memorandum of Understanding shall be settled by amicable negotiation between the Parties.

In case of differences arising from the interpretation of the present Memorandum of Understanding or in the settlement of any dispute deriving from it which is not settled between the Parties, the Parties agree to unconditionally and irrevocably submit such dispute to arbitration before an Arbitration Committee comprised as follows: two arbitrators appointed individually by each of the Parties, and a third arbitrator appointed by both parties upon mutual consent. It is understood that the Arbitration Committee may render a decision regarding any procedural issues where the Parties are in disagreement with respect to the subject matter hereof. The decision of the Arbitration Committee shall be accepted as the final adjudication of the dispute.

CLAUSE SIX: Force Majeure

Neither Party shall be held responsible if it fails to carry out, all or in part, of the engagements entered into by virtue of this MOU because of force majeure such as wars, civil or labor riots, or any other cause beyond the control of the same.

CLAUSE SEVEN: Privileges and Immunities

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of the ICGEB as foreseen by its Statutes. Neither shall it be deemed as a waiver of the autonomy nor the powers conferred to CONICYT by law.

CLAUSE EIGHT: Duration and Amendments

Subject to the approval of the respective Governing Bodies, the present Memorandum of Understanding shall enter into force for three years time since its signature by both Parties.

Either Party may terminate this Memorandum of Understanding on three months written notice to the other Party.

The terms of the present Memorandum of Understanding may be amended by mutual consent of the Parties; such amendments shall be appended hereto.

CLAUSE NINE: Procedures

The administration of this MOU will be the under the responsibility:

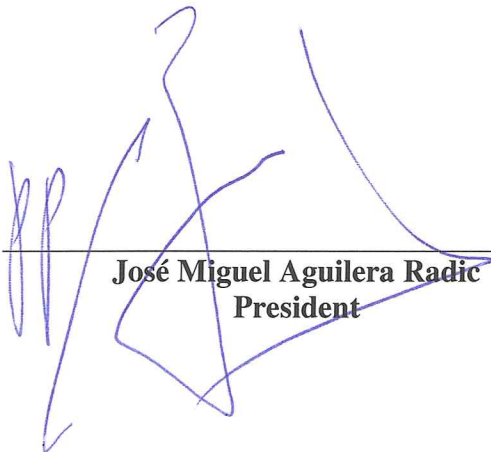
For the ICGEB: Mr. Decio Ripandelli, ICGEB Director, Administration and External Relations, address: Padriciano 99, 34149 Trieste, Italy, telephone number +39-040-3757345, email: decio@icgeb.org;

For the CONICYT: Dr. José Miguel Aguilera Radic, CONICYT President, address: Canadá 308, Providencia, Santiago, Chile, telephone number +56-2-3654405, email: jmaguilera@conicyt.cl

IN WITNESS WHEREOF, the legally authorized representatives of the Parties sign two identical copies, equally binding, of the present Memorandum of Understanding, and have caused this instrument to be executed as of the day, month and year indicated in below.

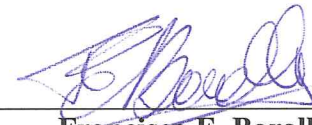
This Memorandum of Understanding has been signed in Santiago, Chile, on the 26th of October 2011, in duplicate, in English and Spanish languages, both texts being equally authentic.

**National Commission for Scientific and
Technological Research**



José Miguel Aguilera Radic
President

**International Centre for Genetic
Engineering and Biotechnology**



Francisco E. Baralle
Director General