

**AGREEMENT OF SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN THE NATIONAL COMMISSION FOR SCIENTIFIC AND
TECHNOLOGICAL RESEARCH OF THE REPUBLIC OF CHILE AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE SOCIALIST REPUBLIC OF VIETNAM**

The National Commission for Scientific and Technological Research of the Republic of Chile and the Ministry Of Science and Technology of the Socialist Republic of Vietnam hereinafter, referred to as "the Parties";

Conscious that scientific and technological cooperation will strengthen the friendship and mutual understanding between the two peoples and that it will collaborate towards the scientific and technological, economic and social progress of both countries; and

Convinced that such cooperation constitutes an important component of bilateral relations and an element of stability and development;

Have agreed to the following:

ARTICLE 1

The object of this Agreement is to contribute to enlarge and deepen the bonds between the scientific and technological communities of both countries through the creation of favorable conditions for the development of scientific and technological cooperation on the basis of mutual benefits and equality.

To such purpose, the Parties will promote the formulation and execution, in fields of mutual concern, of programs, projects or other means of scientific and technological cooperation.

ARTICLE 2

The cooperation agreed by virtue of this Agreement may include the following:

- a) Interchange of delegations of specialist and scientists;
- b) Organization of seminar, lectures and joint scientific meetings;

- c) Development and training of scientists and specialists;
- d) Interchange of scientific and technological information;
- e) Joint execution of projects, research and other mutually agreed means of scientific and technological cooperation;
- f) Any other means of cooperation the Parties may agree to.

ARTICLE 3

The Parties will support scientific and/or technological projects in fields of mutual concern to be jointly developed by scientists and specialists from both countries: the joint research and development projects must have specifications about objectives scope, coordination and management, resource allocation, interchange of personnel, total cost and their distribution, schedule and any other information deemed necessary to carry out their successful development.

ARTICLE 4

Proposals to develop joint projects shall be submitted for consideration of the Parties by scientists from both countries, in the forms each Party has designated for such purpose and will be subject to the following conditions:

1. The joint proposals shall be reviewed and assessed by each Party;
2. The list of proposals shall be interchanged by the Parties and projects to be implemented shall be agreed for their financing; and
3. The Parties will finance the approved projects with resources allocated in their respective annual budgets according to the availability of such resources.

ARTICLE 5

In order to execute the cooperation activities, the Parties agree to apply the shared cost scheme, that is, the sending Party shall cover the international transportation expenses of its personnel and the receiving Party shall take care of lodging, food and local transportation expenses of the personnel. In case needed, the Parties may revise the financial terms through mutual consultation.

ARTICLE 6

The Parties shall make sure participating personnel has life and health insurance so that, in case of casualty derived from the cooperation activities covered by this Agreement, indemnification shall be covered by the corresponding insurance institution.

ARTICLE 7

The Parties shall hold bi-annual meetings, if deemed necessary alternating the seat between Vietnam and Chile, to decide by mutual agreement on the specific cooperation projects, their revision or general bases, and to examine or evaluate achieved results. For such purpose, the Parties shall collaborate in the making of an annual report of the activities developed within the framework of this Agreement.

ARTICLE 8

The personnel assigned by each of the Parties to execute the cooperation activities of this Agreement shall continue under the direction and subject to the Institution to which it belongs, so that no labor relation shall be constituted with the Other, which in no case shall be considered a substitute employer.

The personnel sent by one of the Parties to the other Party shall be subject, at the place of its occupation, to the dispositions, norms and regulations of the receiving institution. These personnel may not undertake any activity outside their functions, nor may receive any remuneration other than that previously established, without prior authorization by the corresponding authorities.

ARTICLE 9

The Parties shall resolve any difference related with the interpretation or application of this Agreement through direct negotiations carried out within diplomatic channels.

ARTICLE 10

This Agreement will become effective upon the date of its signing and shall have a term of five (5) years, automatically renewable for periods of equal

