



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF CHILE AND THE GOVERNMENT OF CANADA ON COOPERATION IN
SCIENCE, TECHNOLOGY AND INNOVATION**

THE GOVERNMENT OF THE REPUBLIC OF CHILE and ***THE GOVERNMENT
OF CANADA*** (hereinafter referred to as “the Participants”),

CONSIDERING the importance of science, technology and innovation in
their economic and social development;

RECOGNIZING that both Participants are carrying out research, science
and technology, and innovation activities in areas of common interest, and that
joint participation in carrying out research activities on a reciprocal basis will be
mutually beneficial;

SEEKING to facilitate further cooperation in research, science and
technology, and innovation that expands and strengthens the implementation of
cooperative activities in areas of priority to both countries and promotes the
application of the results of this cooperation for the benefit of the economic and
social development of the Participants;

HAVE REACHED the following understanding:

1. OBJECTIVES

- (a) To expand and deepen cooperation in science, technology and
innovation with the view of advancing through joint projects the
exchange of institutional experience and researchers, for the
purpose of promoting sustainable growth, quality of life and equity;
- (b) To support and strengthen cooperative capacities in research and
development (R&D) and the ability of the public sectors,
universities, research centres, companies and others to innovate
and to facilitate the transfer and marketing of new technologies.

2. PRINCIPLES

The cooperative activities will be carried out under the principles of:

- (i) Mutual benefit;
- (ii) Reciprocal and timely exchange of information on technological R&D and innovation activities within the jurisdiction of each Participant; and
- (iii) Reciprocal and timely exchange of information that could affect the cooperative activities.

3. AREAS OF COOPERATION

- (a) Major cooperative activities will be centered in the areas identified in Annex A, with an early emphasis on aquaculture and biofuels following the success of two Canada-Chile S&T Workshops held in October 2007 and May 2008, and the Workshop of Chilean-Canadian Scientists held in January 2008.
- (b) The Participants will also consider additional projects in other priority areas on recommendation of the Joint Implementation Committee established under this MOU.
- (c) The Participants may carry out joint cooperative activities with third parties in these and other areas.

4. FORMS OF COOPERATION

- (a) The Participants will promote the participation of scientific and technological R&D entities in the cooperative activities under this MOU.
- (b) The Participants endeavour to provide equivalent opportunities for participation to those entities in their cooperative activities.
- (c) The Participants will support and strengthen their respective capacities in keeping with their domestic regulations and policy and according to the availability of resources.
- (d) The cooperative activities may take the following forms:
 - (i) Joint R&D projects in the priority areas mutually established by both Participants
 - (ii) Visits by, and exchanges of, scientists and technical experts, as well as public-sector, private-sector or academic specialists, including students and graduates, in the priority areas.

- (iii) Joint organization of seminars, conferences, congresses, workshops and symposiums.
 - (iv) Creation of scientific and researcher training networks
 - (v) Dissemination of results and exchange of experience with respect to joint projects.
 - (vi) Exchanges of policy practices related to the cooperative activities carried out under this MOU.
 - (vii) Any other form agreed upon by the Joint Implementation Committee that takes into account the applicable policies and procedures in both Participants.
- (e) Nothing in this MOU commits the Participants to any activities or collaboration unless decided upon by the entities carrying out the research.

5. COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES

- (a) The National Scientific and Technological Research Commission (CONICYT) and the Production Development Corporation (CORFO-INNOVA) will coordinate, facilitate and implement the cooperative activities carried out under this MOU by Chile. The Department of Foreign Affairs and International Trade Canada (DFAIT) will coordinate, facilitate and implement the cooperative activities carried out under this MOU by Canada.
- (b) The Participants will create a Joint Implementation Committee for the scientific and technological cooperation known as the “Joint Committee” consisting of, on the part of Chile, the Minister of the Economy or his representative, the Minister of Foreign Affairs or his representative, and the responsible authorities of CONICYT and CORFO-INNOVA and, on the part of Canada, the Minister of International Trade or his representative.
- (c) The decisions of the Committee will be taken by consensus.
- (d) The functions of the Joint Committee will be:
 - (i) To promote, coordinate and monitor the cooperative activities under this MOU.
 - (ii) To consider the addition of other areas of priority to both nations.

- (iii) To promote meetings of public-sector, private-sector and academic specialists from Chile and Canada to study and develop projects of common interest in areas of priorities to both nations.
 - (iv) To extend opportunities that arise as a result of this MOU to the various institutions, provinces and regions to increase the cooperation in accordance with the terms of this MOU.
 - (v) To monitor the effective functioning and execution of this MOU.
- (e) As a general rule, the Joint Committee will meet on an alternating basis in Chile and Canada once every two years or at other mutually decided upon intervals.

6. FINANCING

- (a) The Participants will identify the institutions, mechanisms and appropriate sources for the financing and administration of expenditures related to this MOU.
- (b) The cooperation activities will be subject to the availability of adequate funds and will adhere to the regulations, policies and programs applicable in the country of the Participants.
- (c) The projects and activities carried out under this MOU will be subject to existing funds and personnel. Each Participant will assume the costs it incurs in carrying out joint activities under this MOU.

7. *INTELLECTUAL PROPERTY RIGHTS*

According to national legislation and international agreements in force in their country, the Participants intend to maintain the appropriate measures to protect the intellectual property rights arising as a result of the projects and cooperatives activities carried out under this MOU.

8. *DISPUTE RESOLUTION*

Any dispute with respect to the interpretation or implementation of this MOU will be amicably resolved through consultation and dialogue between the Participants and will not be referred to third parties for resolution.

9. LEGAL FRAMEWORK AND OBLIGATIONS

- (a) All activities related to this MOU carried out in the Republic of Chile will be carried out in keeping with the applicable laws, statutes and regulations in effect in the Republic of Chile. All activities related to this MOU carried out in Canada will be carried out in accordance with the applicable laws, statutes and regulations in effect in Canada.
- (b) The Participants understand that:
 - (i) The intention of this MOU is not to create legally binding commitments between the Participants in either domestic or international legislation, and
 - (ii) This MOU does not eliminate pre-existing arrangements or MOUs between the Participants or MOUs between other government agencies, scientific institutions, universities and industries in the two countries.

10. WORK PLAN

The Participants have decided to establish a Work Plan that will include programs and projects in the areas of interest set out in this MOU, for which purpose a meeting of the Joint Committee referred to in paragraph 5(e) of this MOU should be called immediately after the MOU is signed.

11. ENTRY INTO EFFECT

- (a) This MOU will enter into effect on the date of the signature of a declaration to that effect by both Participants.
- (b) This MOU will remain in effect for ten (10) years from the date of its entry into effect and may be renewed for an equivalent period with the consent in writing of both Participants.
- (c) The Participants may amend or expand this MOU by mutual agreement by means of a proposal in writing. Either Participant may suspend this MOU at any time with ninety (90) days' notice in writing to the other Participant.
- (d) Suspension of this MOU will not affect the implementation of any existing project between the Participants. The suspension or amendment of specific projects that are carried out must be in keeping with the provisions set out in the specific project itself.

- ANNEX A -

AREAS OF COOPERATION FOR INCLUSION IN THE WORK PLAN

- (a) Mining and metallurgy
- (b) Forestry
- (c) Biotechnology
- (d) Agriculture and the food sector
- (e) Fishing and aquaculture
- (f) Energy
- (g) Biofuels and Biorefinery
- (h) Nanotechnology
- (i) Informatics
- (j) Telecommunications
- (k) Subterranean waters
- (l) Scientific and technological policy and innovation policy
- (m) Training of advanced human capital and mobility of scientists