# MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF ANTARCTIC RESEARCH

## **BETWEEN**

# THE CHILEAN ANTARCTIC INSTITUTE OF THE REPUBLIC OF CHILE AND

# THE FEDERAL PUBLIC PLANNING SERVICE FOR SCIENCE POLICY OF THE KINGDOM OF BELGIUM

The Chilean Antarctic Institute (Instituto Antártico Chileno) (hereinafter "INACH") and the Belgian Federal Public Planning Service Science Policy (hereinafter "BELSPO").

In accordance with the Antarctic Treaty which dedicates the Antarctic continent to international scientific cooperation.

And willing to contribute to the intensification of scientific cooperation.

Hereby agree to pursue scientific cooperation in Antarctic Research in accordance with this Memorandum of Understanding (hereinafter "MoU").

### **Article 1. PURPOSE:**

The purpose of this Memorandum of Understanding is to provide a framework to facilitate scientific cooperation in the field of Antarctic research between INACH and BELSPO (hereinafter referred to as the "Parties"), in their respective scopes of competence and following the principle of reciprocity. The procedures of INACH and BELSPO are recognised and will be respected.

#### **Article 2. COMMON RESEARCH THEMES:**

Under this MoU, the Parties agree to promote and develop research cooperation of common interest within (but not restricted to) the following areas:

- 1) Glaciology and climatology;
- 2) Microbial and Invertebrate biodiversity;
- 3) Ecosystems response to Global Change;
- 4) Antarctic information and data exchange.

#### Article 3. FORMS OF COOPERATION:

In order to carry out bilateral cooperation, forms of cooperative activities under this MoU may include:

1) Joint scientific research development in Antarctica and/or in the Chilean Sub Antarctic territory;

- Exchange of information and data on common projects, joint cruises, joint activities, joint scientific developments and exchange of research results in the field of Antarctic research;
- 3) Joint organization of symposia, seminars and lectures;
- 4) Exchange of scientists, postgraduate students and postdocs, including their participation in scientific activities of the other Party performed at scientific facilities, institutions and research stations of that Party;
- 5) Cooperation in European and international research programs;
- 6) Other forms of cooperation as are mutually agreed.

#### **Article 4. CALLS FOR JOINT PROPOSALS:**

INACH and BELSPO will promote joint projects according to their respective administrative and financial rules.

The logistic support for working at the Chilean Antarctic stations will be provided by INACH. Conversely, the logistic support for working at the Belgian Antarctic station will be provided by BELSPO. In both cases, the applicants will need to fulfil all procedures for application required either by INACH or by BELSPO, and attach the letters of support from either institution to the proposal.

Travel and lodging expenses out of the Antarctic Continent, required for the proper execution of the projects, will be financed by the country of origin of the researcher.

### **Article 5. JOINT COMMITTEE:**

- In order to promote and coordinate the activities under this Memorandum of Understanding, a Joint Committee composed of the representatives of the Parties will be established to decide of, implement, supervise and coordinate the cooperative activities, their modalities and other related matters;
- The Joint Committee may call meetings when necessary. The meetings will be held alternately in the Republic of Chile and in the Kingdom of Belgium, and/or in the margins of COMNAP AGM and ATCM.
- 3) The Joint Committee may also make decisions by correspondence.
- 4) The cost of the accommodation and travel shall be paid by each Party for its own delegation. The expenses in organizing the Joint Committee meeting and the related events shall be borne by the host Party.
- 5) A focal point will be designated to facilitate contact and coordination between the Parties. Any official correspondence from one Party to the other will be signed by the designated focal point of each Party or by the signatories of this MoU. If one Party changes its focal point, it will timely notify the other Party.

#### 6. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY:

Nothing in this MoU should prejudice the application and implementation of national laws and regulations of each Party, notably for the protection of intellectual property rights and for the control of exportations.

Scientific and technological information (Intellectual Property) derived from cooperative activities under this Memorandum of Understanding, or obtained from the other Party may not be provided to or published in a third country without the permission of the other Party. The results of cooperation will be enjoyed by the participants according to the principle of fair and mutual benefit.

#### **Article 7. SETTLEMENT OF DISPUTES:**

All questions related to this Memorandum of Understanding or activities carried out hereunder will be settled by consultation through the Joint Committee.

# **Article 8. ENTRY INTO FORCE, DURATION AND TERMINATION:**

- This MoU will come into effect upon the date of its signature by both Parties, and will remain in effect for a five-year period. It may be extended automatically for another five-year period if no Party does not inform the other Party in written form of its intention to terminate the MoU six months before its expiration;
- 2) This MoU may be amended or appended by mutual agreement of the Parties and through exchange of letters at the level of the Parties' signatories;
- 3) The termination of this MoU will not affect the validity or duration of specific activities being undertaken hereunder until the completion of these activities.

DONE in Brussels, Belgium, in duplicate, on the 28<sup>th</sup> of May, 2013, in the English language.

For the Chilean Antarctic Institute of For the Federal Public Planning Service the Republic of Chile

"Science Policy" of the Kingdom of

Belgium

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