

**MEMORANDUM OF UNDERSTANDING
ON THE FIELDS OF EDUCATION,
ENERGY AND BIOTECHNOLOGY
BETWEEN THE
REPUBLIC OF CHILE AND THE
COMMONWEALTH OF MASSACHUSETTS**

ACKNOWLEDGING the excellent relationship between the Republic of Chile and the Commonwealth of Massachusetts, clearly expressed during the recent joint meeting held by President Sebastián Piñera and Governor Deval Patrick in Boston, Massachusetts, on September 23, 2011;

CONSIDERING the existence of enormous potentials for collaboration between public and private institutions, universities, research centers, NGOs and citizens, which will nurture the friendship that exists between the Republic of Chile and the Commonwealth of Massachusetts, enhancing both scientific and technological development and economic activity in and between our peoples;

DESIROUS of reinforcing cooperation between the Republic of Chile and the Commonwealth of Massachusetts, particularly in the fields of human capital, energy, biotechnology, and the strengthening of the scientific and technological base in these and other matters;

The Republic of Chile and the Commonwealth of Massachusetts, hereinafter referred as "the Parties", have reached the following understandings:

ARTICLE 1

The Parties shall coordinate efforts and promote collaboration through cooperative actions and initiatives focused particularly, but not exclusively, in the following areas and sectors:

1. Human Capital Development:
 - a. Graduate and Post-Graduate studies;

b. Reinforcing school-level education programs through strengthening teacher leadership, second-language proficiency and out-of-school activities;

2. Energy:

- a. Non-Conventional Renewable Energies;
- b. Smart Grids;
- c. Energy Efficiency;

3. Biotechnology, in particular food and medical biotechnology, and

4. Any other area agreed upon between the Parties.

In order to contribute to the successful implementation of this MOU, the Parties and the Implementing Entities shall: encourage academic-to-academic partnerships between educational institutions and research centers, fostering the development of strong human and institutional networks encompassing undergraduate and graduate students, professors, researchers and fellowship programs; stimulate business-to-business activities between private entities, such as the Chilean-American Business Council on Energy Issues; and promote relationships between Non-Governmental Organizations (NGO's).

The Parties commit themselves in good faith to implement this MOU to the fullest extent practicable.

ARTICLE 2

Both Parties shall coordinate, facilitate and implement the cooperative activities described in Article 1 through the Implementing Entities designated by each of them.

On behalf of the Republic of Chile, the Implementing Entities will be the National Scientific and Technological Research Commission (CONICYT), the Ministry of Education, the Ministry of Energy, and any other entities they designate, according to their respective attributions.

On behalf of the Commonwealth of Massachusetts, the Implementing Entities shall be the Massachusetts Technology Park Corporation (MTC), the

Massachusetts Clean Energy Center (CEC), the Massachusetts Life Sciences Center (MLSC), the Executive Office of Education (EOE), and the University of Massachusetts and any colleges within its system, and any other entities they designate.

In order to facilitate the implementation of this MOU, each of the Parties shall designate a lead coordinator and individual sector coordinators to implement the work plans referred to in Article 3 below.

ARTICLE 3

In order to achieve the objectives of this MOU, the Implementing Entities shall develop specific work plans focusing on the priority areas referred to in Article 1.

ARTICLE 4

The Parties and Implementing Entities shall finance activities under this MOU with resources allocated in their work plans, as these resources become available, and as stipulated by the individual work plans. Each Party and Implementing Entity shall pay for expenses related to its own participation, unless alternative financial mechanisms can be used for specific activities as appropriate and as authorized by law.

ARTICLE 5

The Parties agree that no confidential information shall be transferred under this MOU.

ARTICLE 6

The Parties acknowledge that this MOU is only intended to promote cooperation between them and does not create any legally binding rights or obligations. To the extent that any other provision of this MOU is inconsistent with this paragraph, this paragraph shall prevail.

ARTICLE 7

Cooperation under this MOU shall commence upon execution. This MOU may be amended in writing by the mutual consent of the Parties, specifying the effective date of the amendment. Any of the Parties may terminate this MOU through written notification to the other Party with thirty calendar days in advance. Unless otherwise terminated in writing, this MOU is to remain in effect for a period of three years.

Signed in the Santiago, Chile, on December 1^o, 2011 in two equally authentic original copies, one in the Spanish language and the other in the English language.

REPUBLIC OF CHILE



BY SEBASTIAN PINERA
PRESIDENT

**COMMONWEALTH OF
MASSACHUSETTS**



BY DEVAL PATRICK
GOVERNOR