

FRAMEWORK AGREEMENT ON COOPERATION

BETWEEN

INSTITUTO DE FOMENTO PESQUERO (IFOP), a non-profit private corporation under Chilean Law registered in Chile, having its registered office Blanco 839, Valparaíso, Chile, represented here by Mr. Luis Parot Donoso, Executive Director duly authorized thereto,

Hereinafter referred to as "IFOP".

AND

Flanders Marine Institute, a non-profit association under Belgian law, with its registered office at Wandelaarkaai 7, 8400 Ostend, Belgium, represented here by Mr Carl Decaluwé, Chairman, duly authorized thereto,

Hereafter referred to as "VLIZ"

Hereinafter collectively referred to as "The Signatories"

PREAMBLE

CONSIDERING that IFOP is a non-profit private corporation whose mission is to advise the decision-making of the national public fisheries and aquaculture institutions, through research and application of knowledge and technical scientific background of public value for the administration and sustainability of marine resources, fishing, aquaculture and its ecosystems.

CONSIDERING that VLIZ has the following fundamental tasks: to strengthen the knowledge base and excellence in marine research in Flanders;

CONSIDERING that The Signatories share common fields of interest and objectives in the academic, and scientific fields, including the distribution of information to all public linked to marine ecosystems;

CONSIDERING that The Signatories have expressed a desire to conclude a framework agreement on cooperation;

CONSIDERING that The Signatories recognize the benefits of further joint research and of continued cooperation between institutions and researchers;

CONSIDERING that The Signatories are guided by their desire to build institutional relationships in applied research in fisheries, aquaculture and its ecosystems conservation;

CONSIDERING that IFOP and VLIZ already cooperate through some of their experts and referring to a wider framework for their cooperation;

- the 'United Nations Decade of ocean sciences for sustainable development'
- the Cooperation Agreement between the Government of the Community of Flanders and the Government of the Republic of Chile (signed in 1995)

THE TWO SIGNATORIES AGREE TO CONCLUDE THE FOLLOWING FRAMEWORK AGREEMENT ON COOPERATION:

ARTICLE I SUBJECT

The purpose of this Framework Agreement for Cooperation is to promote cooperation between the Signatories in order to enhance the quality of their research, training and community activities, taking into account their common interests. The Signatories thus agree to facilitate the implementation of joint initiatives by providing unique opportunities for international cooperation to researchers, technicians including bilateral internships of each Signatory.

ARTICLE II JOINT COMMITMENTS

In order to achieve the objectives set out in ARTICLE I, both institutions agree to cooperate, taking into account the available resources, to identify research topics and training opportunities of interest to both. Where appropriate, The Signatories will also promote the search for funding sources and prepare joint funding applications.

ARTICLE III SPECIFIC AGREEMENTS

This Framework Agreement will serve as the basis for the elaboration of specific joint projects, the special implementation conditions of which will be laid down in a specific agreement that describes the nature, provisions, duration and financing of the project or action. The Signatory wishing to take initiative for a specific project or action always submits this proposal directly to the other Signatory.

Here below is a non-exhaustive list of possible projects or actions:

- exchange of researchers, technicians, trainers and other expert staff;
- visits of administrative and technical personnel;
- visits and internships of students at postgraduate level
- development of joint research activities;
- access to research infrastructure;
- organization and participation in seminars, colloquia and meetings;
- exchange of research and educational documents;
- exchange of research data;
- joint training programmes; joint publications.

ARTICLE IV SPECIAL PROVISIONS

IV.1 VLIZ will act as a facilitator towards IFOP to identify and where appropriate mobilize expertise and research topics at the research institutions it represents.

IV.2 VLIZ will facilitate the arrival of IFOP researchers to Flanders (Belgium) and provide access to the research infrastructure of the research institutions it represents, according to the respective applicable rules of access and available resources.

IV.3 For its part, IFOP will act as a facilitator of collaborative initiatives of VLIZ researchers at IFOP and its close partners and grant them access to the infrastructure it has at its disposal.

ARTICLE V COMMUNICATION

The representative of each Signatory tasked with facilitating and coordinating the discussions, the exchange of information and all other communications between the two Signatories shall be the following person or other person designated in writing by the Signatory concerned:

- a. IFOP; Dr Gastón Vidal Santana, Head of the Department for the Environment, Aquaculture Research Division, IFOP, Balmaceda 252, Puerto Montt, Chile. Email: gaston.vidal@ifop.cl

- b. VLIZ: Jan Mees, Director-General VLIZ, InnovOcean site, Wandelaarkaai 7, 8400 Oostende, Belgium. Email: jan.mees@vliz.be

Under this Framework Agreement, written communication between the representatives of each Signatory shall be by e-mail.

ARTICLE VI Confidentiality and Intellectual Property

VI.1 Each of the Signatories remains the sole owner of the knowledge available in the Signatory, for which a patent has been granted or not, which it acquired before the entry into force of this Framework Agreement or which it possesses outside the framework of this agreement. The other signatories do not acquire any rights to this knowledge based on this Framework Agreement.

VI.2 Each Signatory is committed not to publish or disseminate in any manner whatsoever such scientific, technical, commercial or other information belonging to the other Signatory, directly or indirectly, expressly or tacitly, unless the information already belongs to the public domain.

VI.3 Unless otherwise provided in specific agreements (as described in ARTICLE III), the publication and/or communication of the results of the cooperation between The Signatories shall be by mutual agreement and indicating the involvement of each Signatory.

VI.4 Both institutions shall ensure the exploitation and protection of the cooperation results in accordance with the procedures concerning the protection of intellectual and industrial property rights specific to each country and institution.

VI.5 Notwithstanding any provisions to the contrary in this Framework Agreement, postgraduate students who can be involved in the execution of specific agreements mentioned in ARTICLE III will at all times remain the copyright holder of their research report, master's or doctoral thesis, with due observance of the confidentiality obligations provided for in this Framework Agreement.

ARTICLE VII Dispute Settlement Provisions

The Signatories shall endeavor to settle any dispute arising from the interpretation or implementation of this Framework Agreement amicably.

ARTICLE VIII Duration of this Framework Agreement

This Framework Agreement on Cooperation is subject to approval by the competent authorities in accordance with the regulatory provisions applicable to each institution. It shall enter into force, upon approval, on the date of its signature by the last Signatory. It is established for a period of five (5) years and may be modified at any time by mutual agreement of the Signatories.

ARTICLE IX Extension of this Framework Agreement

This Framework Agreement for Cooperation is renewable by written agreement between both Signatories for the period as the said Signatories deem useful in the extension. The extension of the Framework Agreement shall enter into force in accordance with the same provisions as provided for in ARTICLE VI above, at least six months before the end of its validity. In case of renewal, the Framework Agreement will again be subject to the approval of the competent authorities. The same procedure will be followed in case of changes.

ARTICLE X Termination

The Framework Agreement can be terminated with a notice period of 6 months, notified in writing by either Signatory, provided, however, that the rights of the post graduate students in training are safeguarded and the ongoing activities can be completed. The two signatories agree to sign the Framework Agreement in two (2) copies in English.

FOR:

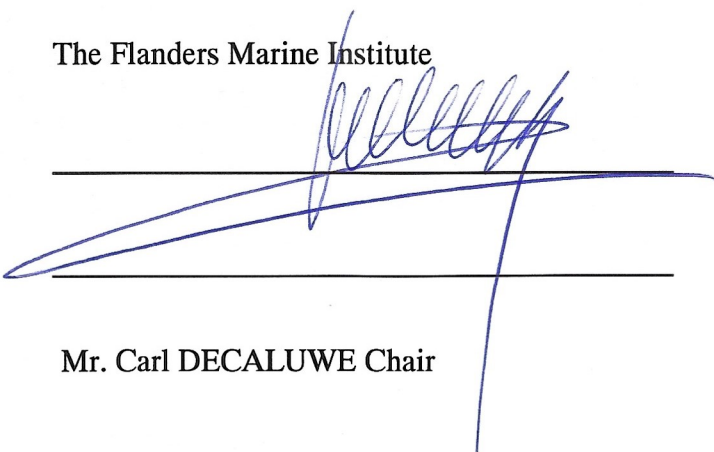
INSTITUTO DE FOMENTO PESQUERO

On 

at _____

Mr. Luis Parot Donoso, Executive Director

The Flanders Marine Institute



Mr. Carl DECALUWE Chair