No. 22053

FRANCE and CHILE

Agreement on co-operation in the field of geographical sciences. Signed at Santiago on 5 December 1978

Authentic texts: French and Spanish. Registered by France on 19 July 1983.

FRANCE et CHILI

Accord de coopération dans le domaine des sciences géographiques. Signé à Santiago le 5 décembre 1978

Textes authentiques : français et espagnol. Enregistré par la France le 19 juillet 1983. [TRANSLATION - TRADUCTION]

AGREEMENT' ON CO-OPERATION IN THE FIELD OF GEOGRAPH-ICAL SCIENCES

The Government of the Republic of Chile,

The Government of the French Republic,

In accordance with the provisions of article I of the basic Agreement on Technical and Scientific Co-operation between the Government of the Republic of Chile and the Government of the French Republic, signed at Santiago on 14 September 1962;²

Considering their common interest in the promotion of scientific research and technological development in the field of geographical sciences; and

Recognizing the advantages of close scientific and technological collaboration between the two countries for the development of that scientific field, have agreed as follows:

Article I. Subject to the provisions of this Agreement and without prejudice to the provisions of the international conventions, laws, regulations and other legal norms in force in Chile and France, the Contracting Parties shall co-operate in the field of geographical research and its applications and shall facilitate the implementation of joint activities in that field.

Article II. The execution of the co-operation programmes and projects adopted under this Agreement shall be entrusted by the Contracting Parties to the Military Geographical Institute of Chile and the National Geographical Institute of France, hereinafter referred to as MGI and NGI, respectively, which shall in each case establish by mutual consent the particular terms and conditions of co-operation and which shall enter into special agreements for each project. The project, its duration, the contributions of both Parties, the modalities of action and all the details that are necessary and possible to determine in each case shall be defined in this way.

Article III. 1. The co-operation envisaged shall be developed by means of an exchange of information and technicians in the following sectors:

- (a) Spatial geodesy and geophysics;
- (b) Cartographic techniques;
- (c) Remote sensing;
- (d) Photogrammetry;
- (e) Cadastre and data banks.

2. The exchange of personnel and information shall be carried out through:

- (a) Reciprocal assistance in the training of scientific and technical personnel;
- (b) Exchange of experts;
- (c) Exchange of teachers and experts for courses and seminars;
- (d) Fellowships;

¹ Came into force on 5 December 1978 by signature, in accordance with article XI (1).

² See p. 203 of this volume.

- (e) Mutual consultation on scientific and technological problems;
- (f) Establishment of joint working groups to conduct specific studies on scientific research and technological development;
- (g) Exchange of technical documentation concerning the aforementioned sectors.

Article IV. By mutual request, both Parties shall exchange their respective publications on a reciprocal basis and free of charge.

Article V. MGI and NGI shall study in detail the forms of collaboration provided for under this Agreement. To this end, MGI and NGI may hold meetings of technicians and experts in either country to discuss and prepare programmes for implementing this Agreement.

If, at the request of either Party and within the framework of the execution of the co-operation programmes and projects provided for in article II of this Agreement, it becomes necessary to expand collaboration in the scientific, technological and training fields, this may be done through an exchange of letters between MGI and NGI, duly authorized in each case by their respective Governments.

Article VI. The exchange of technicians and teaching personnel provided for in article III shall be arranged, in each case, by MGI and NGI. The periods of stay and specific conditions shall be determined in each specific case both with respect to the assignment to be carried out and with respect to the financing thereof.

Chilean students may be admitted to the regular courses of the National School for Geographical Sciences if the candidates are of an adequate level to follow the instruction provided. Such candidates must take entrance tests at the French Embassy in Chile. The tuition fees shall be determined by agreement between the two Parties.

Article VII. The Contracting Parties undertake to contact their competent authorities with a view to obtaining from them such scholarships as may be necessary. The number and duration of such scholarships and the other conditions governing them shall be determined jointly in the light of the resources available and in accordance with bilateral agreements.

Article VIII. The Contracting Parties shall facilitate the supply to each other of materials and equipment necessary for the implementation of their development programmes in the fields of application of the geographical sciences. Such operations shall be subject to the laws in force in this respect in Chile and France.

Article IX. The Contracting Parties undertake to co-operate with each other in the development of any joint projects which MGI and NGI may carry out under this Agreement and in so far as possible to facilitate such collaboration as other public or private institutions and bodies in their respective countries may provide in connection with such projects.

Article X. The representatives of MGI and NGI shall meet, at the request of either of the said bodies, to review the progress of the projects and, where necessary, to formulate such recommendations as the Contracting Parties may wish to make for the improved implementation of this Agreement.

Article XI. 1. This Agreement shall enter into force on the date of its signature and shall remain valid for five years, at the end of which it shall be automatically renewed for further periods of one year, unless one of the Contracting Parties denounces it in writing with at least three months' notice.

2. Even if this Agreement has expired, projects already started shall, within their relevant legal framework and in the absence of an express decision to the contrary by the Contracting Parties, continue to be executed until they are completed.

The two Governments have designated their plenipotentiaries to sign this Agreement, namely:

For the Government of Chile: His Excellency the Minister for Foreign Affairs, Mr. Hernan Cubillos Sallato;

For the French Government: His Excellency Mr. René Lustic, Ambassador Extraordinary and Plenipotentiary of France to Chile.

DONE at Santiago on 5 December 1978, in two originals, one in Spanish and the other in French, both texts being equally valid and authentic.

For the French Government:

René Lustic

For the Government of Chile:

HERNAN CUBILLOS SALLATO