

No. 30461

**FRANCE
and
CHILE**

Agreement on cooperation concerning the Institut Français de recherche scientifique pour le développement en coopération (ORSTOM). Signed at Santiago on 2 July 1993

Authentic texts: French and Spanish.

Registered by France on 1 November 1993.

**FRANCE
et
CHILI**

Accord de coopération concernant l'Institut français de recherche scientifique pour le développement en coopération (ORSTOM). Signé à Santiago le 2 juillet 1993

Textes authentiques : français et espagnol.

Enregistré par la France le 1^{er} novembre 1993.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CHILE ON COOPERATION CONCERNING THE INSTITUT FRANÇAIS DE RECHERCHE SCIENTIFIQUE POUR LE DÉVELOPPEMENT EN COOPÉRATION (ORSTOM)

PREAMBLE

The Government of the French Republic and the Government of the Republic of Chile,

Wishing to strengthen their cooperation, particularly in the field of scientific research,

Considering the very positive results already attained in research through cooperation between ORSTOM and various Chilean institutes in the field of earth sciences, the natural sciences, health and the social sciences,

Acting in the framework of the Agreement between the Government of the French Republic and the Government of the Republic of Chile on technical and scientific cooperation, signed on 14 September 1962,²

Have agreed on the following provisions which define the Statute applicable, on Chilean territory, to the Institut Français de Recherche Scientifique pour le Développement en Coopération (French Institute for Scientific Research for Development in Cooperation) (ORSTOM).

Article 1

Within the framework of this Agreement, ORSTOM shall be responsible for carrying out in Chile, in conjunction with Chilean agencies, basic of applied scientific research in the fields of earth sciences, the natural sciences, health and the social sciences.

The programmes of research in the fields indicated in the above paragraph shall be decided upon and implemented, jointly and mutual agreement, by ORSTOM and Chilean counterparts agencies. These programmes must accord with Chile's national development objectives, as defined by the competent Chilean agencies.

The conditions for the organization of each programme and its financing shall be set out in a protocol signed by ORSTOM and the counterparts agencies before implementation of the programme begins.

As a general rule, the Comisión Nacional de Investigación Científica y Tecnológica (National Commission for Scientific and Technological Research) (CONICYT) shall be the Chilean counterpart for such programmes. However, in the case of the execution of other specific research projects, ORSTOM may decide to

¹ Came into force on 2 July 1993 by signature, in accordance with article 8.

² United Nations, *Treaty Series*, vol. 1323, p. 203.

set them up with other Chilean agencies operating in the fields of research and development.

Article 2

The President of the Administrative Board and the Director-General of ORSTOM, through the representative of the Institute in Chile, shall, in the discharge of the contractual obligations of ORSTOM, communicate through appropriate channels to the government authorities of Chile and to the local counterpart agencies all pertinent information on the activities carried out in Chile by ORSTOM. The scientific results of the research programmes indicated in article 1 shall be communicated to the public in Chile, France or a third country, in particular by means of local and international scientific publications and through libraries.

Article 3

In Chile, ORSTOM shall be under the responsibility of a representative appointed by the President of the Administrative Board of ORSTOM. If necessary he shall be assisted by a French administrative assistant. The names of these two representatives shall be submitted by ORSTOM to the Chilean authorities prior to their appointment.

Article 4

The representatives of ORSTOM in Chile, his French administrative assistant and non-Chilean experts and personnel under the authority of ORSTOM and working under this Agreement and the agreements signed by ORSTOM with its Chilean counterparts shall be granted all the exemptions from taxation and customs duties in respect of vehicles and personal effects granted to French scientific and technical cooperation experts, as set out in the Agreement between the Government of the French Republic and the Government of the Republic of Chile on technical and scientific cooperation, signed at Santiago on 14 September 1962, in particular in article IV (a) regarding customs exemptions for vehicles. This latter exemption shall be applicable provided that the mission of Chile of the representative, administrative assistant, experts or personnel is of at least one year's duration.

Article 5

The French Government, within the limits of the budgetary funding available to it, shall finance the activities of ORSTOM in Chile.

ORSTOM undertakes to assume the obligations incumbent on it, both financial and technical, under the specific agreements which it signs with Chilean counterparts.

Article 6

(a) ORSTOM may, by agreement with the competent Chilean authorities and for the implementation of programmes decided upon with Chilean counterpart agencies, import the materials, vehicles and scientific equipment necessary for the implementation of such programmes exempt from all customs and other import duties. On the conclusion of the programmes, the disposition of such goods shall be determined by joint agreement between the two Parties.

(b) ORSTOM may request the temporary import, for a maximum period of 12 months, renewable if necessary, of scientific material required for the implemen-

tation of exceptional projects requiring special equipment. Such imports shall be subject to tax at a variable rate depending on the length of their stay on Chilean territory. This variable tax may, however, be waived at the discretion of the National Customs Director of Chile in application of current customs regulations.

Article 7

In the event of the suspension of the activities of ORSTOM in Chile, it may re-export its movable property to France, liquidate its immovable property and re-export the corresponding capital.

In the event of the dissolution of ORSTOM, all its movable and immovable property shall revert to the Government of the French Republic.

Article 8

This Agreement shall enter into force on the date of its signature and it shall remain in force for a period of five years. Unless it is denounced, with six months' notice, this Agreement shall be renewed automatically for successive five-years periods.

DONE at Santiago, on 2 July 1993, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Government
of the Republic of Chile:
ENRIQUE SILVA CIMMA
Minister for Foreign Affairs

For the Government
of the French Republic:
GÉRARD CROS
Ambassador of France