

AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF NATIONAL DEFENSE
OF
THE REPUBLIC OF CHILE
REGARDING THE EXCHANGE
OF
ENGINEERS AND SCIENTISTS

(Short Title: Engineer and Scientist Exchange Program (ESEP) Agreement)

CERTIFICATION OF AUTHENTICITY

I hereby certify this to be a true certified copy of both the English and Spanish-language Agreement Between the Department of Defense of the United States of America and the Ministry of National Defense of the Republic of Chile Regarding the Exchange of Engineers and Scientists.

The Office of the Deputy Assistant Secretary of the Army for Defense Exports and Cooperation, Armaments Cooperation Division, maintains custody of a signed copy of the Agreement.



LAURA MCMAHON
DEPUTY, INTERNATIONAL AGREEMENTS

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PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of National Defense of the Republic of Chile (MINDEF) hereinafter referred to as "the Parties," with the intent to develop bilateral cooperation in the field of defense research and technology by exchange of Engineer and Scientist (E&S) personnel, have agreed as follows.

ARTICLE I

DEFINITION OF TERMS

The Parties have agreed upon the following definitions for terms used in this Agreement:

Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of security classification markings.
Combatant Command	One of the United States' unified or specified combatant commands established by the President under Title 10, United States Code, Section 161.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under an Agreement, the Information shall be marked to identify its "in confidence" nature. It includes information that has been declassified but remains controlled.
Dependent	The spouse of a member of an armed force or of a civilian component or a child of such member that depends on the member for support.
Exchange Program	The exchange of E&S personnel under this Agreement.
Host Organization	Military Department, Combatant Command, Defense Department/Ministry agency, or staff, or equivalent organizations of the Host Party to which exchange personnel are assigned for duty pursuant to this Exchange Program.
Host Party	The Department of Defense or Ministry of National Defense to which the Host Organization belongs.
Information	Any information provided to, generated in, or used in this Exchange Program regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial

nature, and also including photographs, reports, manuals, threat data, experimental data, test data, computer software (including source code and object code), designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.

Invention

Any product or process in any field of technology, provided it is new, involves an inventive step, and is capable of industrial application. Also, any invention or discovery formulated or made (conceived or "first actually reduced to practice") in the course of work performed under an Exchange Program. The term first actually reduced to practice means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.

Parent Organization

Military Department, Combatant Command, Defense Department/Ministry of Defense agency, or staff, or equivalent organizations of each Parent Party, to which exchange personnel belong.

Parent Party

The Defense Department or Ministry of National Defense to which the Parent Organization belongs.

Patent

Grant by a Government of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.

Position Description

Document that describes the work to be performed by E&S personnel. (Refer to Appendix 2 for format.)

ARTICLE II

PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the Parties shall agree to provide on-site working assignments in scientific and other agreed technical positions on mutually agreed topics to selected career E&S personnel from the other Party. The work assignments shall enable the E&S personnel to gain work experience and knowledge of the organization and management of Host Party defense activities by performing duties under the direction of a Host Party supervisor. Exchanges of E&S personnel under this Agreement shall be conducted on a reciprocal basis so that the overall benefit to each Party shall be essentially equal. This Exchange Program shall not include training and it is not to be used as a mechanism for obtaining Information related to the design, development and manufacture of military systems. Except for the exchange of Information incidental to supporting this Exchange Program, this Exchange Program may not be used as a mechanism for, and does not authorize, the exchange or generation of Information subject to export control laws and regulations. Exchanges of Information shall be governed by separate agreements designed for that purpose (for example, cooperative research, development and Information exchange agreements) and appropriate transfer or export authorization.

2.2. The Parties shall comply with all applicable export control laws, regulations, and policies.

2.3. E&S personnel shall not be assigned to positions under this Exchange Program that would involve the release of Restricted Data or Formerly Restricted Data as defined in the U.S. Atomic Energy Act of 1954 as amended; communications security information; Information for which foreign dissemination has been prohibited in whole or in part; Information for which a special access authorization is required; information originated by another organization, department, agency or government; or Controlled Unclassified Information, unless the specific information has been authorized in writing for release to the government of the Parent Party under an existing program or with the prior written consent of the appropriate disclosure authority, whichever is applicable.

2.4. E&S personnel shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Organization while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Organization to which they are assigned. E&S personnel shall perform duties as defined in the Position Descriptions (PDs) for their respective positions.

2.5. E&S personnel shall be nominated and assigned to approved positions with a Host Organization in accordance with the procedures at Annex A.

2.6. The Parties shall designate Executive Agents (EA) and Managing Agents (MA) to oversee the Exchange Program established by this Agreement. The responsibilities of the Executive Agents and Managing Agents are described in Article III of this Agreement below.

ARTICLE III

EXECUTIVE AGENTS AND MANAGING AGENTS

3.1. For the U.S. DoD, the Executive Agent for this Agreement shall be the Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics), which has delegated responsibilities to the Deputy Assistant Secretary of the Army (Defense Exports and Cooperation). For the MINDEF, the Executive Agent shall be the National Defense Chief of Staff (Estado Mayor de la Defensa Nacional).

3.2. The Executive Agent shall be responsible for:

3.2.1. Periodically reviewing this Agreement to ensure conformity with current law and regulations;

3.2.2. Recommending amendments to this Agreement; and

3.2.3. Maintaining a record of exchange positions and Managing Agents.

3.3. A Managing Agent shall be designated at each Host Organization to which E&S personnel are assigned. The Managing Agent shall be responsible for:

3.3.1. Entering into specific exchanges;

3.3.2. Maintaining a record of the Position Descriptions for all E&S positions for the Host Organization in accordance with Annex A;

3.3.3. Ensuring that exchanges are conducted in accordance with the approved Position Descriptions, applicable laws and regulations, and this Agreement;

3.3.4. Reporting exchange positions to the E&S Executive Agent; and

3.3.5. Approving amendments to Position Descriptions.

ARTICLE IV

SELECTION AND ASSIGNMENT OF PERSONNEL

4.1. Participation in this Exchange Program shall be on a highly selective basis from among career military personnel and career civilian employees of the U.S. DoD and of the MINDEF may participate in this Exchange Program. The Parent Organization shall be solely responsible for the selection of its E&S personnel based on the following criteria:

4.1.1. They must have demonstrated capabilities for future positions of greater responsibility;

4.1.2. They must be well-versed in the current practices, technical training, and doctrine of their organization and be particularly qualified through experience for the exchange positions to be occupied;

4.1.3 They must possess the grade, skill, training, and academic qualifications that are described in the applicable Position Description.

4.1.4. They should be sufficiently proficient in the language of the Host Party as required by the Position Description to satisfy the requirements of the positions; and

4.1.5. They should hold at least an undergraduate degree or equivalent professional qualifications and have at least four years of practical experience in the technical area related to the positions to which they shall be assigned.

4.2. To assist in the evaluation and selection of E&S personnel, the MAs shall provide professional background resumes, career areas of interest, and assignment objectives for each candidate, following the format of Appendix 1 to Annex A, to each other, nine (9) months prior to the desired date of each assignment. Final selection of E&S personnel shall be by mutual agreement between the MAs at least four (4) months prior to the assignment. The final decision on accepting nominated E&S personnel belongs to the Host Organization.

4.3. The placement of E&S personnel nominated under this Exchange Program is conditional upon the ability of the Host Organization to provide work assignments commensurate with Article II (Purpose and Scope) of this Exchange Program for a mutually agreed period of time.

4.4. The Host Party is authorized to discharge E&S personnel from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host Party.

ARTICLE V

FINANCIAL ARRANGEMENTS

- 5.1.** The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its E&S personnel:
- 5.1.1.** All pay and allowances in accordance with the laws and regulations of the Parent Party;
 - 5.1.2.** Travel to and from the country of the Host Party;
 - 5.1.3.** All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party;
 - 5.1.4.** The movement of dependents and the household effects of E&S personnel;
 - 5.1.5.** Preparation and shipment of remains and funeral expenses in the event of the death of E&S personnel or their dependents; and
 - 5.1.6.** All expenses in connection with the return of any E&S personnel who have been discharged from this Exchange Program and their accompanying dependents.
- 5.2.** The Host Party shall be responsible for the following costs:
- 5.2.1.** Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party;
 - 5.2.2.** Costs incurred as a result of a change in location of work ordered by the Host Party during the period of the exchange; and
 - 5.2.3.** Cost of the training programs conducted to familiarize, orient, or certify E&S personnel with unique aspects of the assignment.
- 5.3.** The Host Party shall not charge for the use of facilities or equipment necessary for the performance of tasks assigned to E&S personnel.
- 5.4.** The Host Party shall not provide any supplies or services related to those costs that, by virtue of paragraph 5.1 above, are the obligation of the Parent Party. Accordingly, it shall be necessary for the Parent Party to make arrangements to defray such costs directly through its personnel, rather than by reimbursement to the Host Party.
- 5.5.** Except as provided in subparagraph 5.2.3, the Parent Party shall pay the cost of formal and informal training and professional military education (PME.)

5.6 The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds.

ARTICLE VI

SECURITY

6.1. No Classified Information will be released to E&S personnel under this agreement.

6.2. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit E&S personnel to be eligible for access to Controlled Unclassified Information and work areas. Access to Controlled Unclassified Information shall be consistent with Article II (Purpose and Scope), paragraph 2.3. of this Agreement and shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party based on the applicable Position Description. Actual transfer of, or access to, Information subject to export control laws and regulations shall be subject to authorization by the relevant authorities of the originating Party's Government.

6.3. Each Party shall cause security assurances to be filed, through the Republic of Chile Embassy in Washington, DC, in the case of the Republic of Chile personnel, and through the United States Embassy in Santiago in the case of the U. S. personnel, stating the security clearances for all E&S personnel selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures.

6.4. The Host Organization and the Parent Organization shall ensure that assigned E&S personnel are fully cognizant of applicable laws and regulations concerning the protection, release, transfer, or export, both during and after the termination of an assignment, of proprietary Information (such as patents, copyrights, and trade secrets), and any Information subject to export control laws and regulations, to which access might be gained under this Exchange Program in accordance with Article II (Purpose and Scope), Paragraph 2.3 and Article VI (Security), paragraph 6.2. E&S personnel shall be required to sign the certification at Annex B requiring compliance with such laws and regulations.

6.5. E&S personnel shall at all times be required to comply with the security and export control laws, regulations, and procedures of the government of the Host Party. Any violation of security or export control procedures by E&S personnel during their assignments shall be reported to the Parent Party for appropriate action. E&S personnel committing willful violations of security or export control procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

ARTICLE VII

TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. To the extent authorized by the laws and regulations of the government of the Host Party, the Host Organization shall arrange for the provision of administrative support as is deemed necessary for E&S personnel to perform assigned tasks efficiently. The Host Organization shall familiarize E&S personnel with any unique procedures necessary for the proper performance of their assigned tasks.

7.2. Consistent with the laws and regulations of the government of the Host Party, E&S personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the laws and regulations of the government of the Host Party, E&S personnel and their authorized dependents shall be accorded on a reciprocal basis:

7.2.1. Exemption from any tax by the government of the Host Party upon income received from the government of the Parent Party; and

7.2.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the laws and regulations of the government of the Host Party.

7.3. E&S personnel and their dependents shall be informed by the Host Organization about applicable laws, orders, regulations, and customs and they shall be required to comply with them. E&S personnel and their dependents also shall be briefed by Host Organization personnel regarding their specific entitlements, privileges, and obligations upon their arrival in the country of the Host Organization.

7.4. E&S personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed.

7.5. E&S personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of E&S personnel to provide a basis for counseling and performance evaluations. E&S personnel shall have performance evaluations rendered in accordance with the applicable Parent Party regulations.

7.6. E&S personnel committing an offense under the laws or regulations of the government of either the Parent Party or the Host Party may be withdrawn from this Exchange Program with a view toward further administrative or disciplinary action by the Parent Party. Disciplinary action, however, shall not be taken by the Host Party against E&S personnel and E&S personnel

shall not exercise disciplinary powers over personnel of the Host Party. The Parties shall cooperate when legally possible in carrying out administrative or disciplinary action by the Parent Party against its E&S personnel.

7.7. Any medical and dental care that may be provided to E&S personnel and their dependents at the Host Party medical facilities shall be subject to the requirements of the laws and regulations of the government of the Host Party, including reimbursement when required by such laws and regulations.

7.8. In no case shall E&S personnel be assigned to positions that would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of a Party.

7.9. E&S personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Parent Party.

7.10. The Host Party shall not deploy E&S personnel in non-direct hostility situations, such as UN peacekeeping or multi-national operations, without Parent Party approval. Additionally, E&S personnel shall not be deployed to a third country without written Parent Party approval.

7.11. The Host Party shall not place E&S personnel in duty assignments in which direct hostilities are likely to occur. Should a unit to which E&S personnel are assigned become involved in hostilities unexpectedly, E&S personnel assigned to the unit shall not be involved in the hostilities without written authorization from the Parent Party. E&S personnel approved by both the Parent Party and the Host Party for involvement in hostilities shall be given clear guidance on the Host Party's interpretation of laws of war, to include the rules of engagement.

7.12. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs shall be extended to E&S personnel and their dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the Host Party, at its discretion, with the written consent of the Parent Party.

7.13. E&S personnel shall be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

7.14. Military E&S personnel shall be required to comply with the dress regulations of the Parent Organization. The order of dress for any occasion shall be that which most nearly conforms to the order of dress for the Host Organization with which they are serving. Customs of the Host Organization shall be observed with respect to wearing of civilian clothes.

7.15. Consistent with the laws and regulations of the Government of the Host Party, and upon conditions of reciprocity, the Host Organization shall provide, if available, housing and mess facilities for E&S personnel and the E&S dependents on the same basis and priority as for its

own personnel. E&S personnel shall pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization shall make suitable arrangements for E&S personnel.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1. The respective rights of E&S personnel and the Parties to Inventions (whether patentable or not patentable) made (either conceived or reduced to practice) and to Information developed by the E&S personnel during the period of, and as a result of, their participation in this Exchange Program shall be governed by the laws and regulations of the government of the Parent Party.

8.2. To the extent that the right, title, and/or interest to an Invention and/or to Information is assigned to the Parent Party under the provisions of paragraph 8.1, the Parent Party shall grant, free of charge to the Host Party for its governmental purposes, a nontransferable, worldwide, irrevocable, non-exclusive, license to practice (make, use, have used, or sell) such Inventions and to have unlimited use and reproduction rights in such technical Information.

8.3. The Parent Party of E&S inventor personnel shall have first priority to prosecute, or to have prosecuted on their behalf, patent applications to secure rights granted under this Article. The Parent Party shall, within a period up to twelve months, notify the Host Party of the countries in which it or the E&S inventor elects to file patent applications. For all other countries, the Host Party may prosecute or have prosecuted on its behalf patent applications to secure such rights.

8.4. If the Parent Party renounces exercise of the rights granted under this Article, such Party shall inform the Host Party of its intention within twelve months. The Host Party could, in that case, exercise the rights belonging to the Parent Party referred to in paragraph 8.1.

8.5. Additional rights to Inventions and Information, such as transfer of patents, may be negotiated between the Parties.

8.6. Notwithstanding the rights delineated in paragraphs 8.1 and 8.2 of this Article, the Parent Party shall obtain from the E&S personnel, as a condition for participating in the program, written commitments regarding Inventions and Information in the form prescribed in Annex C, and shall promptly deliver the signed originals to the Host Party.

8.7. Any additional compensation or award under an incentive award program or similar program due to the E&S personnel for the work performed under this Exchange Program shall be the responsibility of the Parent Party.

ARTICLE IX

CLAIMS

9.1. For liability arising out of, or in connection with, activities undertaken by E&S personnel in the performance of official duty in the execution and for the benefit of the project, the following provisions shall apply.

9.2. Other than contractual claims, neither Party shall file any claim against the other Party or against the military members and civilian employees of each other's DoD or MINDEF, for damage, loss, or destruction of property owned or used by its respective DoD or MINDEF, if such damage, loss, or destruction:

9.2.1. was caused by such personnel in the performance of official duties, or

9.2.2. arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its DoD or MINDEF, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

9.3. Neither Party shall make any claim against the other Party or against the military members and civilian employees of each other's DoD or MINDEF for injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

9.4. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by paragraphs 9.2 and 9.3 of this Article, arising out of an act or omission by the military member or civilian employees of its Department or Ministry of Defense, or out of an act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

9.5. E&S personnel and those dependents accompanying them, shall obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE X

SETTLEMENT OF DISPUTES

10.1. Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement.

ARTICLE XI

ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

11.1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties. The obligations of the Parties under this Agreement shall be subject to the availability of funds for such purposes.

11.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall prevail.

11.3. This Agreement may be amended at any time by the mutual written consent of the Parties,
for any reason to include change to the level of Information to be released to E&S personnel.

11.4. This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

11.5. Either Party may terminate this Agreement upon 180 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

11.5.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

11.5.2 Each Party shall pay the costs it incurs as a result of termination.

11.5.3 All Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

11.6. The respective rights and responsibilities of the Parties regarding Article VI (Security), Article VIII (Intellectual Property Rights), and Article IX (Claims) shall continue notwithstanding termination or expiration of this Agreement.

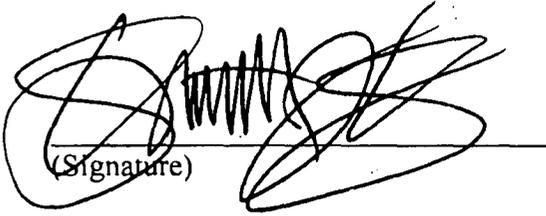
11.7. This Agreement, which consists of eleven (11) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for twenty (20) years. It may be extended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

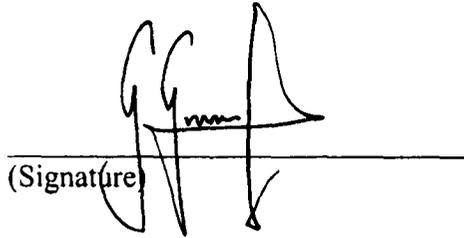
DONE, at Washington, DC this 13th day of June 2007, in English and Spanish, each text being equally authentic.

**FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA**

**FOR THE MINISTRY OF NATIONAL
DEFENSE OF THE REPUBLIC
OF CHILE**



(Signature)



(Signature)

Kenneth J. Krieg
(Typed Name)

Gonzalo García Pino
(Typed Name)

Under Secretary of Defense
(Acquisition, Technology, and Logistics)
(Rank/Title)

Subsecretario de Guerra
(Rank/Title)

June 13, 2007
(Date)

June 13, 2007
(Date)

Washington, DC
(Location)

Washington, DC
(Location)

ANNEX A

PROCEDURES FOR ADMINISTERING THE EXCHANGE OF ENGINEERS AND SCIENTISTS

1. This Annex to the Agreement between the Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defense of Chile (MINDEF) regarding the exchange of Engineers and Scientists provides the procedures for nominating and assigning E&S personnel from one Party to defense organizations and facilities of the other Party.
2. The exchange of E&S personnel under this Agreement between the U. S. DoD and the MINDEF shall be administered by designated national Managing Agents as stated in Article III. The Managing Agents shall be the single point of contact with the other Party for the administration of the E&S Program.
3. The Managing Agents shall request their subordinate organizations to submit candidate personnel applications for consideration as an E&S exchange participant. The personnel application should include a resume in the format of Appendix 1 of Annex A. The selection and placement of five (5) or more E&S personnel in one Party during a calendar year shall be administered and coordinated on a group basis to facilitate administrative processing.
4. Candidate applications shall be submitted by the Managing Agent of the Parent Party to its government's Embassy for forwarding to the Managing Agent of the Host Party. The submission of the applications or exchange of the candidates' resumes shall occur at least nine (9) months prior to the desired assignment start date.
5. The Managing Agent of the Host Party shall distribute the candidates' resumes it receives to its defense organizations and facilities for review and placement selection.
6. After review and coordination of the resumes and identification of applicable assignments, the Managing Agent of the Host Party shall submit proposed Position Descriptions in the format of Appendix 2 of Annex A, at least four (4) months prior to the expected assignment start date to the Parent Party. Appropriate documentation (visas, visit requests, etc.) shall be submitted to the Managing Agent of the Host Party in a timely manner.
7. Upon notification of approval and acceptance of the Position Descriptions by the Parent Party, the Managing Agent of the Host Party shall notify the responsible defense organizations or facilities of the individuals' arrival dates and appoint a sponsor. The responsible defense organizations or facilities shall, in turn, notify the respective supervisors of the arrival of the E&S personnel and encourage personal contact between the supervisors and E&S personnel prior to arrival. The Host Organization, usually the supervisors, shall be assigned to meet E&S personnel on their arrival and help make the necessary living arrangements for E&S personnel and their families.

8. The Managing Agent of the Parent Party shall arrange a briefing for all new E&S personnel prior to departure for their assignments. It is suggested that the E&S personnel's Embassy arrange an in-briefing for all new E&S personnel, normally to be held at the E&S personnel's Embassy. At the Embassy in-briefing, the Managing Agent of the Host Party shall provide an overall welcome to this Exchange Program and emphasize security system requirements. Members of the receiving defense organizations or facilities shall be in attendance and familiarize E&S personnel with that organizations' or facilities' research and development missions, as well as the specific assignments and locations.

9. The Managing Agent of the Host Party, along with the E&S personnel's Embassy point of contact, shall be the interface with all supervisors and/or E&S personnel in administering this Exchange Program.

10. The Managing Agent of the Host Party shall arrange for proper end-of-assignment ceremonies and out-briefings. It is suggested that a prominent individual from the Host Party research and development community address E&S personnel when there is a group departing. A certificate of completion may be presented to each foreign E&S participant. The Managing Agent of the Host Party shall provide a security debrief and allow the individuals a final opportunity to comment on their experiences with the E&S Exchange Program.

Appendix 1

PROFESSIONAL BACKGROUND, CAREER

AREAS OF INTEREST, AND ASSIGNMENT OBJECTIVES

1. Personal Data:
 - a. Name:
 - b. Rank or Title:
 - c. Scientific or Technical Specialty:
 - d. Passport No:
 - e. Marital Status: (if children, how many, ages and sex)
 - f. Office Address:
 - g. Home Address:
 - h. Telephone:
 - Home:
 - Office:
 - Fax:
 - E-mail Address: (if applicable)
2. Education:
 - a. Name and address of college/university (include graduate, post-graduate, and special studies)
 - b. Dates Attended
 - c. Degree received (including subject and dates)
 - d. Honor Societies, Special Awards, Licenses and Professional Certification (as appropriate):
3. Professional Employment:
 - a. List military and civilian employment in reverse chronological order (including a brief summary of responsibilities and achievements for civilian employment and the nature of military assignments (for example, whether technical or administrative, type of research or engineering, nature of projects, results, and recognition, and so forth)
 - b. Publications
 - c. Membership in professional organizations
 - d. Name of Present Organization
4. Language Proficiency:
 - a. Academic language training or language experience in language of the Host Party, including technical vocabulary
 - b. Recent aptitude/proficiency scores, if applicable.

- c. Plans to acquire or improve proficiency.
5. Career Areas of Interest:
- a. Career areas of interest
 - b. Assignment objectives
6. Goals and Objectives:
- a. Long-range, both professional and personal
 - b. Motivation
 - c. Relation of goals to participation in the E&S program (for example, anticipated gains from participation, ability to contribute to the Host Party research and development effort, etc.)

Appendix 2

POSITION DESCRIPTION FORMAT

1. Position Location
2. Position Title
3. Qualifications/Skills Required for Position
4. Description of Specific Duties
5. Supervisor
Name:
Title/Grade:
Address:
6. Security Clearance Required

ANNEX B

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (Name and location of organization to which assigned) pursuant to an agreement between the Department of Defense of the United States of America and the Ministry of National Defense of the Republic of Chile regarding the exchange of Engineers and Scientists. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for ESEP assignment) defense activities. There shall be no access to Information except as required to perform the duties described in the Position Description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions that are properly assigned to me as described in the Position Description for my assignment and shall not act in any capacity on behalf of my government or my Parent Party or Parent Organization.
3. All Information to which I may have access during this assignment shall be treated as Information provided to my Government, in confidence, and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the government of the Host Party.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization, and with all applicable laws and regulations of the Host Party's Government concerning the protection, release, transfer, or export, both during and after the termination of my assignment, of proprietary Information (such as patents, copyrights, know-how, and trade secrets), Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be gained under this Exchange Program in accordance with Section II (Purpose and Scope), paragraph 2.3 and Section VI (Security), paragraph 6.2.

6. I will immediately report to my designated supervisor all attempts to obtain Controlled Unclassified Information, proprietary Information, or Information subject to export control laws and regulations to which I may have access as a result of this assignment.

(Signature)

(Rank/Title)

(Typed Name)

(Date)

ANNEX C

COMMITMENT REGARDING INVENTIONS MADE AND TECHNICAL INFORMATION DEVELOPED BY VISITING ENGINEERS AND SCIENTISTS

COMMITMENT TO HOST PARTY

In consideration for being selected to participate in the U.S.-Chile Engineer and Scientist Exchange Program, as foreseen and allowed by the national laws and regulations of the Parent Party, I hereby grant to the Host Party a worldwide, non-transferable, irrevocable, non-exclusive, royalty-free license to use, or have used, Inventions (whether patentable or not patentable) and use and reproduction rights in technical Information, for defense purposes, which Inventions are made (either conceived or reduced to practice) by me and to which I own the rights or which technical Information is developed by me during the period of and as a result of my participation in this Exchange Program, subject to any additional necessary authorizations for actual transfers required by the responsible agency of the government of the Parent Party.

Additionally, in order to secure the rights granted above, I hereby grant to the Host Party the right to prosecute, or to have prosecuted, patent applications on the above mentioned Inventions in any country for which the Parent Party or I choose not to prosecute a patent application.

Signature of Engineer/Scientist