MEMORANDUM OF UNDERSTANDING
FOR TRILATERAL COOPERATION ACTIVITIES
IN INTERNATIONAL DEVELOPMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHILE
AND
THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of the Kingdom of Thailand and the Government of Chile (hereinafter referred to as the "Parties"),

Considering that the Parties signed the Agreement on Scientific and Technical Cooperation on 10 October 1986, which has resulted in a successful partnership;

Affirming the commitments to establish an enhanced partnership between the two countries in areas of common interest including development cooperation;

Recognising that achieving real progress on international development requires new approaches and new partnerships aimed at helping developing countries to achieve the Millennium Development Goals, to move towards sustainable and private sector led growth, and to reap the benefits of technological change and innovation; and

Hoping to articulate partnership principles and provide a framework for working together at both the strategic and operational levels and to identify priority areas of future collaboration,

Have reached the following understanding:

Section I - Purpose and Designations

1. The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU" is to establish guidelines under which the Parties can identify shared interests and priorities for development cooperation, and select countries for trilateral cooperation, taking into account the combined financial, technological and human resources of both Parties.

2. This MoU does not impose targets for action on the Parties, and each Party is free to suggest cooperation projects or activities whenever it is deemed necessary or appropriate. The Parties are entitled to approve or reject cooperation proposals presented by the other Party.

3. In order to carry out the cooperation activities and/or projects under this MoU, the Parties hereby designate the following institutions as the responsible authorities:

   a. Thailand International Development Cooperation Agency (TICA); and

   b. Chilean International Cooperation Agency (AGCI).

Section II - Partnership Principles

The implementation of this MoU will be guided by the following principles:

a. Emphasis on pursuing cooperation opportunities that are of mutual benefit to the Parties and result in outcomes that could not have been achieved by either Party working alone;

b. Commitment to create professional relationships characterised by mutual respect, honesty and trust, and a sharing of ideas and open communication at all levels;

c. Recognition of the depth and range of international development experience that each Party brings to the partnership;

d. Respect for the different mandates, institutional settings, and organisational cultures of each Party;

e. Commitment to pursue best practices in international development policy-making and program delivery; and

f. Incorporation of appropriate measures to promote gender equality in the process of designing, planning, implementation, and monitoring throughout the activities and/or projects under this MoU.

Section III – Scope of Cooperation

1. The Parties will work together in pursuit of shared international development priorities where this is in their mutual interests. The scope of cooperation may encompass, but not limited to:

   a. policy dialogue on development cooperation and aid effectiveness;

   b. cooperation on activities and/or projects in third countries (trilateral cooperation activities and/or projects);

   c. knowledge exchange in key areas related to development with the prospects of transferring the knowledge to third countries; and

   d. activities and/or projects in order to support South-South Cooperation and build the Thai and Chilean Government's capacity in development cooperation, particularly in Latin America, the Caribbean and Southeast Asia.

2. Trilateral activities will be based on proposals presented by each Party and will be consistent with their respective geographic and sectoral priorities as well as those of third countries. Trilateral cooperation activities may encompass:

a. Conducting sector-specific studies with a view to formulating trilateral cooperation projects;

b. Sending technical specialists from both Parties to third countries in order to develop proposals, implement technical cooperation, conduct training, and monitor and evaluate the project delivery and results;

c. Training technical specialists from third countries in those countries or in Chile and/or in Thailand with support from the Parties;

d. Capturing lessons learned and implementing good practices of trilateral cooperation;

e. Identifying areas for cooperation which are consistent with their priority cooperation policies, as well as the priorities of the third countries; and

f. Other forms of cooperation as mutually determined by the Parties;

Section IV - Funding and Resources

1. Activities and/or projects implemented under this MoU will be co-financed by the Parties, in accordance with their respective laws and internal regulations and subject to the availability of funding. The share of the costs will be determined jointly and reflected in each activity or project plan.

2. The method of funding and in-kind contribution will be decided by the Parties on a project by project basis and will be consistent with each Party's domestic procedures.

3. Each Party will determine the most appropriate method for the management and execution of its own funds on a project by project basis. Where no independent implementing arrangements are used, each Party will be responsible for executing its own financial and in-kind contribution.

Section V - Coordination and Implementation

The Parties intend to hold periodic consultations to discuss joint programs or projects, develop work plans for such joint programs or projects, review implementation of this MoU, and to seek the opportunities for cooperation.

Section VI - Monitoring and Assessment

1. At the request of either Party, the responsible authorities of this MoU may meet in order to monitor project status, resolve problems, explore cooperation requests, or for any other relevant purpose.

2. The Parties, either jointly or separately, may carry out monitoring and evaluation missions either jointly or separately to the beneficiary countries. If carried out separately, the results of such investigations will be made available to the other Party within a reasonable period of time.

Section VII- Publicity

1. Each Party will recognize the contributions of the other Party in executing activities and/or projects under this MoU.

2. Both Parties will endeavour to give appropriate acknowledgement in project promotions and communications such as publications, reports, information and training materials, or any other means used to disseminate information on these activities.

Section VIII - Dispute Settlement

Any dispute that may arise out of the application and/or interpretation of this MoU will be resolved through direct negotiation between the Parties.

Section IX - Amendments

This MoU may be amended at any time through diplomatic channels, by mutual written consent of the Parties. Such amendment will come into effect on the date to be mutually agreed by the Parties.

Section X Status of this MoU

This MoU is not intended to create any legally binding obligations under international law.

Section XI - Termination

Termination of this MoU will extinguish the responsibilities of the Parties to provide financial or other resources to implement projects or activities mutually determined under this MoU, except for payments to commitments entered into with third Parties prior to the termination of this MoU.

Section XII – Entry into Force

This MoU will come into effect on the date of its signature and will remain effective for an initial period of two (2) years. Thereafter, this MoU will be automatically extended for successive periods of two (2) year each unless it is terminated by either Party by six months' prior notice in writing, through diplomatic channels, to the other Party of its intention to terminate this MoU.

Signed in Bangkok, in duplicate, this day of , 2013, in English.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

(Alfredo Moreno Charme)
Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND

(Surapong Tovichakchaikul)
Deputy Prime Minister and Minister of Foreign Affairs