

COOPERATION AGREEMENT BETWEEN THE BIBLIOTECA DEL CONGRESO NACIONAL DE CHILE AND THE COMPARATIVE CONSTITUTIONS PROJECT

This Cooperation Agreement is made on March 18, 2021 by and between **THE BIBLIOTECA DEL CONGRESO NACIONAL DE CHILE (BCN)**, Huérfanos 1117, piso 3, Santiago, Chile and **THE COMPARATIVE CONSTITUTIONS PROJECT**, 4720 S. Greenwood Ave, Suite 1, Chicago IL USA.

Whereas **THE COMPARATIVE CONSTITUTIONS PROJECT** is an independent, non-partisan, non-profit organization registered under Section 501(c)(3) of the United States Internal Revenue Code, funded by private donations and grants, whose purpose is to produce comprehensive data on the world's constitutions since 1789, both for scholarly analysis and to inform constitutional design, and **THE BIBLIOTECA DEL CONGRESO NACIONAL DE CHILE, BCN** (Library of the National Congress of Chile) is a common service to the Senate and the Chamber of Deputies of the Chilean Congress, whose mission is to support the parliamentary community in the exercise of its constitutional functions, through the generation and provision of quality, accessible, timely, relevant and politically neutral products and services;

And whereas Chile is undertaking a process of constitutional reform and revision, to which the parties are committed to provide non-partisan, neutral, technical support;

The parties hereby bind themselves to undertake a Cooperation Agreement under the following terms and conditions:

1. AGREEMENT PURPOSE. The parties to this Agreement shall cooperate to produce, update and maintain translations of national constitutions, for display on the parties' websites; to develop and analyze ontologies of constitutional concepts, to support the process of constitution-making and constitutional implementation in Chile, and to share other constitutional law information and data as well as technical expertise in the framework of the Chilean constituent process.

2. TERM. The term of this Agreement is one (1) year from the Agreement's effective date.

3. RENEWAL. This Agreement will automatically renew for successive terms of one (1) year, unless either party decides that it does not wish to renew it by notifying the other party in writing at least one (1) month before the completion of the initial term.

4. OBLIGATIONS OF THE PARTIES. The Comparative Constitutions Project shall perform the following obligations: 1) Work with the Biblioteca staff to develop a process for sharing and expanding ontologies of constitutional concepts; 2) Cooperate to share translations and tagging of constitutional texts from the Constitute website at www.constituteproject.org; and 3) Share with the Biblioteca the rights to reproduce and distribute the translated contents.

The Biblioteca shall perform the following obligations: 1) Share the necessary files and data within mutually established deadlines; and 2) Cooperate to share translations and tagging of constitutional texts.

5. ECONOMIC CONSIDERATION. The Agreement will not entail payments or remuneration for either party.

6. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's work. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

7. RELATION OF THE PARTIES. Nothing in this Agreement is intended or is to be deemed to create a partnership or joint venture between the parties.

8. TERMINATION. Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching party shall be

entitled, without further notice, to cancel that party's involvement pursuant to the Agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching party.

Any termination of this Agreement shall not absolve the parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

9. WORK PRODUCT OWNERSHIP. Any copyrightable works, products, or other information (collectively the "Work Product") developed in whole or in part by the Comparative Constitutions Project within the general framework will be property of both parties.

10. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given by e-mail from the official organizations.

11. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

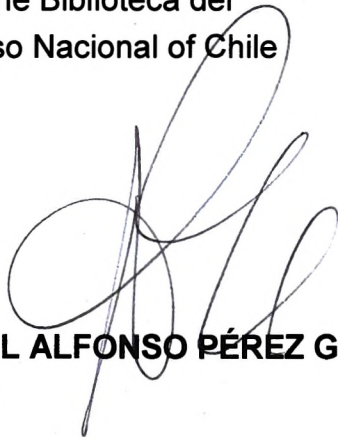
12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties and will only take effect upon signature by all parties, at the date of signature.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

14. GOVERNING LAW. This Cooperation Agreement shall be governed by and construed in accordance with the laws of Chile.

15. SIGNATORIES. This Agreement shall be signed on behalf of THE BIBLIOTECA DEL CONGRESO NACIONAL DE CHILE by Manuel Alfonso Pérez Guíñez, Director of the Library, and on behalf of THE COMPARATIVE CONSTITUTIONS PROJECT by Zachary Elkins, the President. IN WITNESS WHEREOF, the parties have signed their names below on the above-mentioned date.

By The Biblioteca del
Congreso Nacional of Chile



MANUEL ALFONSO PÉREZ GUÍÑEZ
Director

By The Comparative
Constitute Project



ZACHARY ELKINS
President