**COOPERATION AGREEMENT BETWEEN TRIBUNAL CONSTITUCIONAL DE CHILE AND THE COMPARATIVE CONSTITUTIONS PROJECT**

This Cooperation Agreement is made on October 14, 2020 by and between The Constitutional Court of Chile, henceforth **TRIBUNAL CONSTITUCIONAL DE CHILE**, Huérfanos 1234, 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-profit organization registered under Section 501(c)(3) of the United States Internal Revenue Code, funded by private donations and occasional 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 **TRIBUNAL CONSTITUCIONAL DE CHILE** is the autonomous body in charge of the constitutional supremacy of the Republic of Chile;

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 and maintain an authoritative, up-to-date English translation of the Constitution of Chile, along with related documents such as leading cases of such Court, as well as other relevant information for display on the Parties' websites.

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 Tribunal staff to translate amendments and reforms to the Constitution of Chile into English, with the initial goal of having an up-to-date version available in advance of the referendum scheduled for October 25, 2020; 2) Cooperate to translate a set of leading cases selected by the TRIBUNAL CONSTITUCIONAL; 3) Maintain an updated version on its Constitute website at www.constituteproject.org; and 4) Share with the TRIBUNAL CONSTITUCIONAL the rights to reproduce and distribute the translated contents.

   Likewise, the TRIBUNAL CONSTITUCIONAL shall perform the following obligations: 1) Provide the necessary documents to complete the translation project of the Constitution within mutually established deadlines, including first draft translations; 2) Provide

feedback on texts before they get published; and 3) provide formal citation credit to the Comparative Constitutions Project as appropriate when using the translated content.

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, who will aim for as wide a distribution as possible.

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.

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 TRIBUNAL CONSTITUCIONAL by its President Maria Luisa Brahm Barril 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 Tribunal Constitucional de Chile

**MARÍA LUISA BRAHM BARRIL**
President

By Comparative Constitutions Project

**ZACHARY ELKINS**
President