

REPUBLICA DE CHILE  
MINISTERIO DE ECONOMIA  
FOMENTO Y TURISMO  
COMITÉ DE INVERSIONES EXTRANJERAS  
VICEPRESIDENCIA EJECUTIVA

BC/KM/NGV/ncv

Aprueba Acuerdo de Cooperación  
entre la Vicepresidencia Ejecutiva del  
Comité de Inversiones Extranjeras y el  
Banco de Tokyo-Mitsubishi UFJ, Ltd.

Santiago, 4 DIC 2014

**Res. Exenta N° 785**

**VISTOS:** Decreto con Fuerza de Ley N°1, de 2000, del Ministerio Secretaría General de la Presidencia; Fija Texto Refundido, Coordinado y Sistematizado de la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; Decreto con Fuerza de Ley N° 523, de 1993, del Ministerio de Economía, Fomento y Reconstrucción; que fija Texto Refundido, Coordinado y Sistematizado del Decreto Ley N° 600, de 1974, Estatuto de la Inversión Extranjera; Resolución N° 1600, de 2008, de la Contraloría General de la República; Resolución Toma de Razón N° 08, de 2014, de la Vicepresidencia Ejecutiva del Comité de inversiones Extranjeras; Nombra a Liliana Macchiavello Martini como Fiscal de la Vicepresidencia Ejecutiva del Comité de Inversiones Extranjeras.

**CONSIDERANDO:**

Que, el Comité de Inversiones Extranjeras (CIE), es el organismo que representa al Estado de Chile en sus tratos con los inversionistas extranjeros y apoya el posicionamiento de Chile como plaza de alto atractivo para la inversión extranjera y los negocios internacionales.

Que, la Vicepresidencia Ejecutiva del Comité de Inversiones Extranjeras, a través de su Vicepresidente Ejecutivo Sr. Jorge Pizarro Cristi, ha firmado un acuerdo de cooperación con The Bank Of Tokyo Mitsubishi UFJ, LTYD.

Que, The Bank Of Tokyo Mitsubishi UFJ, LTYD (BTMU) es el mayor banco de Japón y uno de los más grandes del mundo, quienes promueven el crecimiento económico real, y contribuyen al orden de los mercados de capitales.

Que, dicho acuerdo establece que el desarrollo de la inversión entre empresas chilenas y japonesas, ha de promoverse a través del intercambio de información sobre las inversiones directas, principalmente mediante la utilización de los recursos de información sobre las actividades que realizan las empresas de ambos países.

Que, se establecerá un mecanismo para discutir los medios más eficaces de que dispone cada país para ejecutar los tipos de cooperación de manera consistente con los objetivos de ambas partes.

Que, los acuerdos que firme la Institución, deben ser formalizados mediante el respectivo acto administrativo.

**RESUELVO:**

**ARTÍCULO ÚNICO: APRUEBESE** el convenio de colaboración entre la Vicepresidencia Ejecutiva del Comité de Inversiones Extranjeras y The Bank Of Tokyo Mitsubishi UFJ, LTYD, adjunto la presente resolución en idioma inglés, y cuya vigencia comienza a regir desde el día 01 de diciembre de 2014.

Anótese, Comuníquese y Publíquese en Portal Gobierno Transparente

  
**LILIANA MACCHIAVELLO MARTINI**  
Vicepresidente Ejecutivo (S)  
Comité de Inversiones Extranjeras

## **AGREEMENT ON CO-OPERATION**

**between**

**THE EXECUTIVE VICE-PRESIDENCY OF THE FOREIGN  
INVESTMENT COMMITTEE OF CHILE**

**and**

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.**

The Executive Vice-presidency of the Foreign Investment Committee of the Ministry of Economy, Development and Tourism of Chile (hereinafter called "CIEChile") with head office in Paseo Ahumada 11, piso 12, Santiago, Chile, and Chilean fiscal identification number (RUT) 60.720.000-9, represented by its Executive Vice-president Mr. Jorge Pizarro Cristi and The Bank of Tokyo-Mitsubishi UFJ, Ltd. (hereinafter called "Bank") with head office in 7-1 Marunouchi 2-chome, Chiyoda-ku, Tokyo 100-8388, Japan, and Chilean fiscal identification number (RUT) 59.002.220-9, represented by its Deputy President Mr. Takashi Morimura (CIEChile and Bank each referred to as a "Party" and jointly referred to as the "Parties"), recognizing that the development of industrial investment and trade between Chile and Japan is a continuing concern of both parties, and being aware that each party is interested in promoting and developing economic and industrial co-operation between the respective countries, hereby agree to cooperate promoting the development of industries in Chile and Japan in the following manner subject to the laws and regulations which may apply to the Parties directly or indirectly

### Article 1

Investment development between Chilean and Japanese companies is to be promoted through (subject to all applicable confidentiality laws and data protection laws applicable to each of the Parties) the exchange of information on primarily direct investments, by utilizing the information resources of the Parties on the activities of private companies in their areas.

### Article 2

A framework is to be established between the Parties to discuss the most effective means by which to execute the types of co-operation outlined herein in a manner consistent with their objectives.

### Article 3

While the Parties will endeavour to promote the types of co-operation arising from this agreement for the benefit of companies in both Chile and Japan subject to the laws and regulations which may apply to Parties directly or indirectly, it is understood that this does not exclude either of the Parties from entering into similar agreements with any other parties.

#### Article 4

No Party shall have any financial obligation towards others except for the reimbursement of expenses relating to specific actions agreed upon in writing between the Parties. This Agreement establishes a framework for cooperation by the Parties and does not constitute a legally binding obligation by either Party except the Article 5 of this Agreement, nor does it constitute a commitment by either Party to provide any form of financing or enter into any transaction. The legal rights and obligations of each of the Parties shall be governed by separate agreements which shall be entered into in accordance with terms satisfactory to the Parties and in accordance with each Party's internal credit and management policy.

#### Article 5

The Parties shall keep any confidential information which may be exchanged between them pursuant to this agreement and each Party will not disclose such information to any other person, save as may be required by law or by any applicable regulatory authority.

#### Article 6

The Parties shall retain the right to terminate this agreement with one month advance written notice whenever either or both of them regard the termination necessary.

#### Article 7

This agreement comes into force on the signing day, and may be reviewed by the Parties on an annual basis, unless mutually determined otherwise.

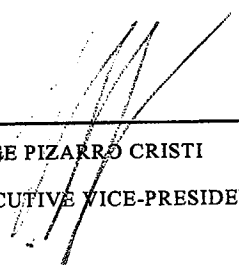
#### Article 8

This Agreement can be amended or supplemented only in writing by mutual consent of the Parties.

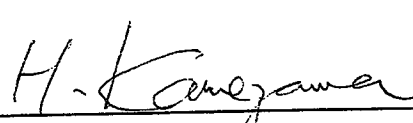
This Agreement is done in two copies, each of them having the same validity.

Dated: December 1, 2014

For  
THE VICE-PRESIDENCY OF THE FOREIGN  
INVESTMENT COMMITTEE OF THE MINISTRY  
OF ECONOMY, DEVELOPMENT AND TOURISM  
OF CHILE

  
\_\_\_\_\_  
JORGE PIZARRO CRISTI  
EXECUTIVE VICE-PRESIDENT

For  
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD

  
\_\_\_\_\_  
HIRONORI KAMEZAWA  
DEPUTY CHIEF EXECUTIVE OFFICER FOR THE  
AMERICAS