

**AGREEMENT**  
**SERVICIO MEDICO LEGAL DE CHILE**  
**AND**  
**INTERNATIONAL COMMISSION ON MISSING PERSONS**

In Santiago, Chile, on March 1<sup>st</sup>, 2010, between the **Servicio Medico Legal**, represented by the Administrative Deputy Director Mr. **CRISTIAN DIAZ NAVARRO**, Chilean, public administrator, national identity card No 07.933.887-7, both domiciled at Avenida La Paz No 1012, Independencia district, Metropolitan Region, hereinafter the “**SML**”,

and

The **International Commission on Missing Persons**, represented by Adams Boy, Operative Chief and Finance Manager, both domiciled at Alipasina 45<sup>a</sup>, Sarajevo, Bosnia and Herzegovina, hereinafter the “**ICMP**”, express the following:

**WHEREAS:**

1st That, as established by Law No 20065 of the Republic of Chile on Organic and Organizational Modernization of Servicio Medico Legal Staff, this institution is a centralized public service, under the Ministry of Justice, functionally and territorially decentralized, whose purpose is to provide technical and scientific consultancy for jurisdictional and investigative agencies throughout the national territory, regarding legal medicine, forensic science and other issues corresponding to its field of action.

2nd That, in the month of April 2006 the Examining Judge for case No 4449-22, of the Illustrious Court of Appeal of Santiago, announced the results of the genetic expert analyses of mitochondrial DNA tests of bone remains identified by the SML between 1993 and 2002 through traditional methods. The expert analyses established that in 48 of these cases the results of genetic analyses were exclusive for the reference samples obtained from family members of the victims identified. This is to say that for a high percentage of these cases, there could be inconsistencies in previous identifications carried out through traditional techniques.

3rd That, since this news shocked the whole country, the Supreme Government, by Decree No 533 dated 15 May 2006, established the Presidential Consulting Commission for Human Rights Policies, to make progress in the resolution of pending cases regarding persons who disappeared between 11 September 1973 and 10 March 1990.

4th That, the Supreme Government of Chile, by means of the Presidential Consulting Commission for Human Rights Policies and the SML called together a Panel of Experts in Human Identification, made up of national and foreign scientists in order to make recommendations for advancement regarding the identification of human remains recovered which could correspond to victims of gross violation of human rights. The Panel of Experts recommended to “retest prior analyses and genetic results” related to cases of gross violation of human rights, establishing that tests shall be performed by a laboratory of renowned and proven experience in the DNA analysis of old remains.

5th That, since there is no accredited Laboratory in Chile to perform the expert analyses ordered by the Courts of Law, inquiries were made to determine the existence of laboratories able to execute the genetic tests required.

6th That, within that context, according to the provided in the Exempt Resolution No 10.493 dated 11 November 2009 “Approving Administrative and Technical Bases of Public Bidding for procurement of services of STR analysis to bone and blood samples for the Human Rights Program of the Servicio Medico Legal” and in accordance with the current body of rules regulating administrative contracting, this is to say, Law No 19.886 of Bases on Administrative Contracts of Supply and Rendering of Services and their Regulations, bidding process was made through the Electronic Information System called Portal

Mercado Publico, making through him acts of publication of bases, opening of offerings and finally, the publication of the awarded offer prior study from the Evaluating Committee designated for that effect in the General Administrative Bases.

7th The awarding of contract was made for **International Commission on Missing Persons**, an institution that aims for ensuring collaboration among governments and other authorities to locate and identify persons who have disappeared in armed conflicts, other confrontations or as a result of violations of human rights.

8th That, the ICMP provides the governments with technical assistance to locate and identify missing persons, victims of war crimes, crimes against humanity, genocide and other crimes punishable by the international law, including the use of DNA analysis with capacity to be transferred and provide forensic support to the fields of archaeology and anthropology.

9th That, for the performing of Nuclear DNA analysis the ICMP has DACH Deutsche Akkreditierungsstelle Chemie GMBH certification, Annex of the DAC-PL-0531-07 Accreditation Certificate and DIN in ISO/IEC 17205:2005 valid until 9 October 2012.

#### **THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

**FIRST:** By means of the instrument herein, the parties previously identified agree to providing mutual collaboration to perform genetic analysis aimed for developing DNA tests for identification purposes in cases related to gross violations of human rights in Chile.

**SECOND:** The general objectives of the present Agreement are to perform nuclear STRs genetic analysis to bone and blood samples for a total sum of USD 281,000 (Two hundred and eighty one thousand US dollars) in national currency calculated as of payment date. The service involves the analysis of 800 (Eight hundred) bone samples and 1000 (One thousand) family reference samples of missing detainees or executed victims with no remains returned.

**THIRD:** The specific objectives of the present Agreement are to obtain genetic profiles from bone and blood samples with nuclear DNA techniques; to establish the genetic match of each bone sample with family reference samples and submit a results report of each bone sample and its relation with the reference sample.

**FOURTH:** By virtue of the Agreement herein and in order to fulfil the objectives of the same, ICMP commits to the following:

1. Issue a First Progress Report. Starting from the reception date of the samples, the ICMP shall have 15 calendar days in order to report to the Servicio Medico Legal on conditions of the samples received. For this effect, a conformity report shall be issued with reference to the bar codes of each sample.

If no report from ICMP regarding sample conditions were to be received within the period established in the clause hereby, it shall be understood that they have been accepted.

2. Issue a Second Progress Report. The Second Progress Report shall be issued by the laboratory within 3 months after issuing the First Progress Report. 100% of the family reference samples' genetic profiles and 40% of the bone samples' genetic profiles shall be analyzed. If less than 40% of bone samples had been analyzed, the laboratory shall schedule an accelerated work plan to finish the analyses of all samples within 6 months starting from the date of the first progress report.

3. Issue a Final Report. The laboratory shall issue a Final Report within 6 months after issuing of the First Progress Report. The Final Report shall include:

- i. An excel chart of samples received with the original codes and the code assigned by the Laboratory indicating which samples were successfully and unsuccessfully typed according to

agreed genetic systems. The chart shall also show the beginning and ending dates of the analysis of each sample.

- ii. Description of the methodology used by the Laboratory and interpretation guidelines used by the Laboratory to conclude the profiles submitted.
- iii. Database (Excel chart) of genetic profiles of each family reference group.
- iv. Database (Excel chart) of genetic profiles of each bone remain analyzed. They will be arranged in different sets when having identical profiles.
- v. PDF-format image of all profiles as displayed in Genotyper in the original scale as well as expanded scale between 0 and 100 RFUs (Relative Fluorescence Units).
- vi. Electronic files with "Check sheets" originally filled out by the analyst with information about extraction, DNA quantification (with extract remnant volume after the analysis), DNA amplification and separation of products amplified by capillary electrophoresis when producing the electropherogram of all samples analyzed.
- vii. "Raw" electronic data as were originally obtained from capillary electrophoresis platforms (.fsa and .gta files) that will be accompanied by the following controls: reagent blank controls; positive and negative amplification controls; allelic ladders required to assign alleles during the STRs marker computing analysis stage (Genotyper). Genetic profiles derived from a consensus from different amplifications shall be accompanied by "raw" data of electropherograms, plus controls and allelic ladders.
- viii. Genetic profile matching (bones vs. family groups) with their relevant kinship reports when they are evident. Interpretation of results, including probabilistic calculations shall be made with reference to the Chilean Population Database. Interpretation statements drawn up from probabilistic calculations must avoid common errors that may confuse unskilled persons (e.g., inverse conditioning of probabilistic relation) and shall be accompanied by a list of all the assumptions made beyond genotypic profiles, if they were to be made during interpretations.

4. The Laboratory shall provide timely and written reports to the Servicio Medico Legal regarding any technical or other difficulty which may affect results deadlines.

**FIFTH:** Likewise, by virtue of the Agreement herein, the SML commits to the following:

1. Through the Human Rights Program, the SML will provide ICMP, via diplomatic bag, at its own cost, with 800 (Eight hundred) biological samples (hereinafter, the samples) which have been collected from bone remains.
2. Likewise, the SML will also provide one thousand reference samples from missing detainees and political executed family members with no remains returned (hereinafter, reference samples) in FTA CARD<sup>®</sup>.
3. The SML shall ensure that all reference samples sent to ICMP are accompanied by the victims' relatives informed consent.

**SIXTH:** The parties take note that the percentage of success of ICMP regarding DNA extraction from 10-year old skeletal remains is high. However, if an extraction fails repeatedly despite all extraction efforts, the ICMP may request a replacement sample at SML's own cost.

In keeping with the above, the additional samples shall be taken into account to calculate the contribution to ICMP.

**SEVENTH:** It is understood the ICMP will keep sample remnants for six months after extraction or test, to be subsequently disposed according to ICMP standards, unless otherwise specified by the SML in which case the SML shall take charge of the costs involved.

**EIGHTH:** In this proceeding, the Servicio Medico Legal informs the ICMP that it will appoint one Technical Inspector who will provide consultancy to the SML regarding contract observance as well as of all obligations stemming from the same.

In exercising his functions, the Technical Inspector shall, among other actions related to the fulfilment of his duties:

- a) Report to the Servicio Medico Legal, so it may notify the relevant Court of Law as to any circumstance related to the analysis process indicated in previous clauses, and all other applicable regulations.
- b) Issue a technical report on the Second Results Report and the Final Result Reports issued by ICMP within a term not exceeding 30 calendar days starting from issuing of the same.

In the event that there are observations from the Technical Inspector or the SML regarding the progress reports or the final reports presented by ICMP, the latter shall present a new complementary report, or make the corresponding clarification within 15 calendar days following the request and notification of the observations made by the Technical Inspector. The Technical Inspector shall accept or reject said report within 15 calendar days as of the receipt of the complementary report, in order to proceed with respective payment by the Servicio Medico Legal.

In the event that the term indicated in letter b) of the present clause expires before the Technical Inspector has issued the aforementioned reports, the Reports issued by ICMP shall be understood as approved.

**NINTH:** All documents and database produced from the execution of the present Agreement shall be the property of the SML and electronically backed up in Microsoft Office compatible files.

The parties agree that it shall be strictly prohibited to reproduce, publish, disseminate or use for the purpose of scientific-teaching research or any other purpose, the biological material and/or results and identification hypotheses without prior authorization from the Servicio Medico Legal. For all purposes of the present Agreement, the genetic profiles obtained from these analyses shall be considered confidential to the extent permitted by applicable law. It shall be expressly prohibited to incorporate genetic information from these analyses and results stemming from the same into databases without the authorization of the Servicio Medico Legal.

**TENTH:** The validity of the present Agreement is established in the Bidding Bases starting from the total administrative processing approving the same. All related actions shall be carried out within established deadlines.

The signed copies of the Agreement shall be scanned and send by email to [Adam.Boys@ic-mp.org](mailto:Adam.Boys@ic-mp.org) . All amendments to the Agreement shall be made in writing and duly signed by both parties.

**ELEVENTH:** The price for the study and analysis included in this Agreement amounts to two hundred and eighty one thousand US dollars (USD 281,000) paid in Chilean pesos at the exchange rate as of payment date.

The **Servicio Medico Legal** shall pay the ICMP for the work carried out under this Agreement, based on the number of biological samples to be analyzed according to the following: Bone samples - two hundred and ninety five US dollars (USD 295); Family reference samples - forty five US dollars (USD 45). The ICMP shall not retest samples as part of the scope of work; however, new analyses may be carried out with new extractions from samples that have failed or given highly partial profiles if there were reasonable expectations of better results. The price for re-extractions shall be the same as the analysis and carried out only upon consultation with the SML and Technical Inspectors.


**TWELFTH:** The ICMP shall be paid within thirty (30) calendar days starting from the receipt of a payment request by the SML, prior fulfilment of that is set forth in the Eighth Clause of the present Agreement and in the Administrative and Technical Bidding Bases.

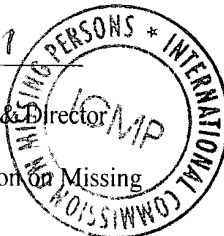
**THIRTEENTH:** Representation by Mr. **Cristian Francisco Diaz Navarro** is stated by resolution No. 11 of the Servicio Medico Legal dated 10 January 2007, with relation to Supreme Decree No. 773 dated 19 November 2007 that "Delegates the stated Authority upon Director of Servicio Medico Legal and appointed officials of the same" and Article 7 of Law 20.065 on "Organic and Organizational Modernization of Servicio Medico Legal Staff".

Representation by **Adam Boys** on behalf of ICMP is granted by **Kathryne Bomberger**, ICMP Director General, stated by the letter 002/2008, Sarajevo, dated 9 April 2008.

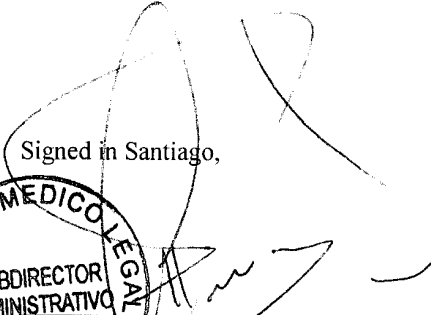
**FOURTEENTH:** The present Agreement is signed consisting of four copies, in English and Spanish, with the same wording, legal validity and date, in which the agreement between the SML from Chile and ICMP is stated. The languages authorized for this Agreement are English and Spanish and in the event of any inconsistency or discrepancy between the versions of the same, English version shall prevail.

Signed in Sarajevo, 5 March 2010

  
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Adam Boys  
Chief Operating Officer & Director  
of Finance  
International Commission on Missing  
Persons (ICMP)



Signed in Santiago,

  
\_\_\_\_\_  
Cristian Francisco Diaz Navarro  
Administrative Deputy Director  
Servicio Medico Legal

