INAPI
Ministerio de Economía, Fomento y Turismo
Gobierno de Chile

090124

Vº Bº DIVISIÓN DE ADMINISTRACIÓN Y FINANZAS
JOB/CFP

Vº Bº DEPARTAMENTO INTERNACIONAL Y DE POLÍTICAS PÚBLICAS
SEC/PTV

Vº Bº SUBDIRECCIÓN JURÍDICA
PHC/SWL (129-04)

SUB DIRECTOR JURÍDICA

AUTORIZA CONTRATACIÓN DIRECTA DE SERVICIOS QUE INDICA, CON ORGANIZACIÓN AUTM (ASSOCIATION OF UNIVERSITY TECHNOLOGY MANAGERS®.

RESOLUCIÓN EXENTA Nº 521

SANTIAGO, 24 DIC 2014

VISTOS: Lo dispuesto en el artículo 9° de la Ley Orgánica Constitucional de Bases Generales de la Administración del Estado, cuyo texto refundido, coordinado y sistematizado fue fijado en el Decreto con Fuerza de Ley N° 1/19.653, de 2001, del Ministerio Secretaría General de la Presidencia; en la Ley N° 20.713, de 2013, de Presupuestos del Sector Público para el año 2014; en la Ley N° 20.254, de 2008, que crea el Instituto Nacional de Propiedad Industrial; en la Ley Nº 19.886, de 2003, especialmente lo establecido en su artículo 8º, letra d); en el Decreto Supremo Nº 250, de 2004, del Ministerio de Hacienda que aprueba el Reglamento de la Ley de Compras, especialmente lo dispuesto en el artículo 10º Nº 4; en la Resolución Exenta Nº 231, de 2014, que delega firma que indica, especialmente lo dispuesto en su artículo 1º, III, Nº 5; en la Resolución Nº 80, de 2012, que renovó el nombramiento del Jefe de la División de Administración y Finanzas dispuesto mediante Resolución Nº 324, de 2009, todas del Instituto Nacional de Propiedad Industrial; en el Memorándum N° 616, de fecha 25 de noviembre de 2014, del Encargado del Departamento Administrativo, remitido por correo electrónico a la Subdirección Jurídica; en el certificado de disponibilidad presupuestaria Nº 594, emitido por la Jefa del Subdepartamento de Finanzas y Contabilidad y el Encargado del Departamento Administrativo; antecedentes que se acompañan; y en la Resolución N° 1.600, de 2008, de la Contraloría General de la República.

CONSIDERANDO:

1.- Que la Ley N° 20.254, creó el Instituto Nacional de Propiedad Industrial, también denominado INAPI, como un órgano descentralizado, de carácter técnico y jurídico encargado de la administración y atención de los servicios de propiedad industrial, sometido a la supervigilancia del Presidente de la República por intermedio del Ministerio de Economía, Fomento y Turismo.

2.- Que de acuerdo a lo dispuesto en las letras a) y d) del artículo 3º de la Ley Nº 20.254, el Inapi en su calidad de organismo de carácter técnico y jurídico, encargado de la administración y atención de los servicios de la propiedad industrial, además de promover la protección que brinda la propiedad industrial y difundir el acervo tecnológico y la información de que disponga, debe promover iniciativas y desarrollar actividades tendientes a difundir el conocimiento de la propiedad industrial, elaborar estadísticas, realizar estudios sobre la materia y prestar servicios de información a los usuarios.

3.- Que en este contexto INAPI solicitó integrarse a la Organización AUTM (Association of University Technology Managers® (AUTM® (http://www.autm.net/Home.htm)), a objeto de participar en las redes y actividades organizadas por dicha organización y obtener acceso a la información disponible para sus miembros, la cual se refiere principalmente a temas de transferencia tecnológica.

4.- Que conforme lo señala el Encargado del Departamento Administrativo, en su Memorándum Nº 616, de 25 de noviembre de 2014, se requiere contratar con la Organización AUTM (Association of University Technology Managers®, la membresía para pertenecer a dicha organización, lo que permitirá, según lo informado por doña Pilar Trivelli Vega, del Departamento Internacional y de Políticas Públicas en el Formulario de Adquisición adjunto al mencionado Memorándum, acceder a los contenidos de la agrupación en materia de Propiedad Industrial, tales como doctrina, modelos de contratos, análisis de legislación, etc., con el objeto de preparar estudios, especialmente en relación a la estrategia de Propiedad Industrial y al trabajo conjunto con CORFO, en esta materia.

5.- Que la Organización AUTM es la asociación más importante del continente en materias de transferencia tecnológica, desarrollando la mayor cantidad de información relativa en la materia, disponible por medio de una membrecía, razón por la cual, es la única proveedora de los estudios, modelos, asesorías y demás productos y servicios que ofrece a sus miembros, tal como lo señala en su correo electrónico de fecha 15 de diciembre de 2014, doña Pilar Trivelli, Abogada del Departamento Internacional y Políticas Públicas de INAPI.

6.- Que atendido lo expuesto, se encuentra justificada la causal contemplada en el artículo 8º, letra d) de la Ley Nº 19.886 en concordancia con los dispuesto en el Decreto Supremo Nº 250, de 2004, del Ministerio de Hacienda que aprueba el Reglamento de la Ley de Compras, en el artículo 10º Nº 4, esto es, *"Si sólo existe un proveedor del bien o servicio"*.

7.- Que el valor total de la contratación que por este acto se autoriza para el año 2014, asciende a la suma de US$ 285.- (doscientos ochenta y cinco dólares) existiendo la correspondiente disponibilidad presupuestaria, conforme a al certificado Nº 594, emitido por la Jefa del Subdepartamento de Finanzas y Contabilidad y el Encargado del Departamento Administrativo, por un valor total de $ 179.393.- (ciento setenta y nueve mil trescientos noventa y tres pesos), considerando el dólar al valor de $ 598,94 (quinientos noventa y ocho coma noventa y cuatro pesos) del día 28 de noviembre de 2014, que incluye los gastos por transferencia bancaria. El valor específico se paga de una vez dentro de los 30 días siguientes a la facturación, mediante transferencia bancaria a la cuenta del proveedor que se señale para tal efecto.

9.- Que según lo informado en el memo indicado en los vistos, la provisión del servicio que por este acto se autoriza, no se encuentra contemplado en el catálogo vigente de convenio marco provisto por la Dirección de Compras y Contratación Pública.

10.- Que el contrato que se suscriba al efecto tendrá vigencia desde la total tramitación del acto administrativo que lo apruebe y hasta el 31 de diciembre de 2015.

11.- Que atendido que el proveedor extranjero no cuenta con representación en Chile, este acto será publicado en el banner de gobierno transparente de INAPI, con la finalidad resguardar la eficiencia, transparencia, publicidad, igualdad y no discriminación arbitraria de esta contratación.

RESUELVO:

Artículo Primero: Autorízase la contratación en forma directa con la Organización AUTM (Association of University Technology Managers®, por la suma única y total de US$ 285 (doscientos ochenta y cinco dólares) equivalentes aproximadamente a $ 179.393.- (ciento setenta y nueve mil trescientos noventa y tres pesos), considerando el dólar al valor de $ 598,94 (quinientos noventa y ocho coma noventa y cuatro pesos) del día 28 de noviembre de 2014, valor que incluye además los gastos por transferencia bancaria, sin perjuicio de que se pagará dicho monto al valor que tenga el dólar el día en que se realice la transferencia, para acceder a los contenidos de la agrupación en materia de Propiedad Industrial, tales como doctrina, modelos de contratos, análisis de legislación, etc., con el objeto de preparar estudios, especialmente en relación a la estrategia de Propiedad Industrial y al trabajo conjunto con CORFO, en esta materia.

Artículo Segundo: Impútese el gasto que irrogue el cumplimiento de este acto administrativo, ascendente a US$ 285.- (doscientos ochenta y cinco dólares americanos), cuyo valor estimado en pesos alcanza $ 179.393.- (ciento sesenta y nueve mil trescientos noventa y tres pesos), considerando el dólar al valor de $ 598,94 (quinientos noventa y ocho coma noventa y cuatro pesos) del día 28 de noviembre de 2014, que incluye los gastos por transferencia bancaria, a la Partida 07, Capítulo 23, Programa 01, Subtítulo 22, ítem 08, Asignación 010, del presupuesto del Instituto Nacional de Propiedad Industrial para el año 2014.

ANÓTESE, REFRÉNDESE Y PUBLÍQUESE EN EL BANNER DE GOBIERNO TRANSPARENTE DE WWW.INAPI.CL.

INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL
JEFE DIVISIÓN DE ADMINISTRACIÓN Y FINANZAS

PATRICIO GUZMÁN IGLESIAS
JEFE DE LA DIVISIÓN DE ADMINISTRACIÓN Y FINANZAS
INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL

Distribución:
Organización AUTM (Association of University Technology Managers®.
Dirección Nacional.
Departamento de Internacional y Políticas Públicas
Subdirección Jurídica.
División de Administración y Finanzas.
Subdepartamento de Finanzas y Contabilidad.
Subdepartamento de Abastecimiento y Servicios Generales.
Oficina de Partes.

9.- Que según lo informado en el memo indicado en los vistos, la provisión del servicio que por este acto se autoriza, no se encuentra contemplado en el catálogo vigente de convenio marco provisto por la Dirección de Compras y Contratación Pública.

10.- Que el contrato que se suscriba al efecto tendrá vigencia desde la total tramitación del acto administrativo que lo aprueba y hasta el 31 de diciembre de 2015.

11.- Que atendido que el proveedor extranjero no cuenta con representación en Chile, este acto será publicado en el banner de gobierno transparente de INAPI, con la finalidad resguardar la eficiencia, transparencia, publicidad, igualdad y no discriminación arbitraria de esta contratación.

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ANÓTESE, REFRÉNDESE Y PUBLÍQUESE EN EL BANNER DE GOBIERNO TRANSPARENTE DE WWW.INAPI.CL.

INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL
JEFE DIVISIÓN DE ADMINISTRACIÓN Y FINANZAS

PATRICIO GUZMÁN IGLESIAS
JEFE DE LA DIVISIÓN DE ADMINISTRACIÓN Y FINANZAS
INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL

Distribución:
- Organización AUTM (Association of University Technology Managers)
- Dirección Nacional
- Departamento de Internacional y Políticas Públicas
- Subdirección Jurídica
- División de Administración y Finanzas
- Subdepartamento de Finanzas y Contabilidad
- Subdepartamento de Abastecimiento y Servicios Generales
- Oficina de Partes

INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL
Subdepartamento de Finanzas y Contabilidad
2014

PROGRAMA	:	01
ITEM	:	22-08-010
SALDO VIGENTE ITEM 22	:	31.253.476
COMPROMISO	:	179.393
SALDO	:	31.074.083
FECHA REFRENDACION	:	22 de diciembre de 2014

INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL
PRESUPUESTO

V°B° REFRENDACION

Gobierno de Chile

DISPONIBILIDAD PRESUPUESTARIA

Se otorga la siguientes disponibilidad de acuerdo a lo establecido en la Ley 20.713 que autoriza presupuesto para el año 2014.

N° CERTIFICADO **594**
FECHA SOLICITUD **viernes, 28 de noviembre de 2014**

REQUERIMIENTO

Solicitud	Suscripción a Association Of University Technology Managers. Incluye gastos por transferencia
Documento	Mail R.Castro
ID Proceso Compra	165
Fecha de ingreso	25 de noviembre de 2014
Centro de Costo	DN

ITEM PRESUPUESTARIO

Programa	01	Instituto Nacional de Propiedad Industrial
Subtítulo	22	BIENES Y SERVICIOS DE CONSUMO
ITEM	08	Servicios Generales
Asignación	010	Servicios de Suscripcion y Similares

DISPONIBILIDAD PRESUPUESTARIA

Subtítulo	22
Presupuesto vigente	1.059.909.000
Saldo Vigente	76.716.975
Compromiso Actual	179.393
Saldo	76.537.582

INSTITUTO NACIONAL DE PROPIEDAD INDUSTRIAL
JEFE
FINANZAS Y
CONTABILIDAD

Carolina Morales Herrera
Jefa Subdepartamento Finanzas y Contabilidad

Jorge Olivares Beltrán
Encargado Departamento Administrativo

Subdepartamento de Finanzas y Contabilidad
Unidad de Presupuesto

INAPI Ministerio de Economía, Fomento y Turismo

Fabián Alejandro González Flores <fgonzalez@inapi.cl>

129-04 REX CON VB SDJ EN PDF PARA TRÁMITE - Memorándum N° 616 - Miembro de la Organizacion AUTM (Fecha resolución tramitada: 02.12.2014)

Fabián Alejandro González Flores <fgonzalez@inapi.cl> 22 de diciembre de 2014, 12:59
Borrador

Estimada Paulina,

1. EL Director Nacional ha solicitado realizar las gestiones para que Inapi sea miembro de la Organización AUTM (Association of University Technology Managers® (AUTM® (http://www.autm.net/Home.htm)).

2. Para esto, Pilar Trivelli está en contacto con esta organización, quien actuará como contraparte técnica.

3. Este servicio no está disponible en convenio marco de Chilecompra.

4. Hemos realizado gestiones para conseguir los datos del proveedor, quien está ubicado fuera del país.

5. Para la contratacion debemos aplicar la causal del articulo 10° N° 5 del reglamento de la ley de compras que señala: "*Si se tratara de convenios de prestación de servicios a celebrar con personas jurídicas extranjeras que deban ejecutarse fuera del territorio nacional*".

6. El monto de la contratacion, asciende a US$285, el que será pagado vía transferencia bancaria con el proveedor.

7. Para el pago de los servicios que se contratará, se pagaran una vez que se haya recepcionado conforme el documento tributario y el informe técnico emitido por la contraparte técnica.

8. Considerando que esta no es una contratacion habitual, es conveniente revisen los antecedentes y podamos reunirnos para revisar si algo puede faltar.

9. Se adjunta:

   a. Estatutos de la asociación.

   b. Formulario de solicitud de adquisición.

   c. Formulario de adhesión.

   d. El certificado e disponibilidad presupuestaria se adjuntará esta semana.

Atte.

Bylaws of the
Association of University Technology Managers® (AUTM®)
Amended February 21, 2012

ARTICLE I: NAME.
The name of this corporation shall be the Association of University Technology Managers, a Connecticut not-for-profit corporation (the "Association").

ARTICLE II: OFFICES.
The Association shall maintain a registered office and a registered agent within the State of Connecticut, and may have such other offices within or outside the State of Connecticut as the Board of Directors may determine from time to time.

ARTICLE III: PURPOSES.
The purposes of the Association are to promote, support and enhance the global academic technology transfer profession through internal and external education, training and communication.

ARTICLE IV: MEMBERSHIP

Regular Member: A person directly or indirectly engaged in the field of technology transfer and paying the dues as required by the Association. Initial dues will not be pro-rated.

Each Regular Member shall be entitled to all the rights and privileges of membership, including the right to vote, in person or by proxy, at all meetings of the membership, except as herein otherwise provided.

Student Member: A person who is a full-time student or fellow in an institution of higher education, or a resident in a resident-training program at a teaching hospital and paying the dues as required by the Association. Initial dues will not be prorated.

Student Members: a) shall be eligible to attend all regular and special meetings of the membership; b) shall be eligible to serve on any committee as a voting member of the committee; c) shall not be eligible to vote on motions proposed in regular and special Association meetings or in any election of Board of Director Members; d) shall not be eligible to serve as Board of Director Members; e) shall not be eligible to attain Member Emeritus status.

Electronic Member: A person who resides or works in a developing economy and who is eligible for Regular Membership.

Electronic Member status will be granted upon application for membership in the manner prescribed by the Board of Directors and payment of dues online.

Electronic Members may access all the electronic resources available to Regular Members but do not receive member discounts to the Annual Meeting, regional meetings, professional development meetings, courses, job postings and marketplace purchases.

Member Emeritus: A member who has retired from full-time employment and has been a member in good standing for at least 15 years, may request, or be nominated for, Member Emeritus status. Upon approval of the Board of Directors, this individual shall attain the status of Member Emeritus.

Members Emeritus: a) shall be entitled to one vote, in person or by written proxy, at all meetings of the membership; b) shall be eligible to serve on any committee as a voting member of the committee; c) shall be eligible to vote on motions proposed in regular and special Association meetings or in any election of Board of Director Members; d) shall be eligible to serve on the Board of Director; and e) shall not pay dues.

The terms Regular Member, Student Member, Electronic Member and Member Emeritus, collectively "Members", shall be used in these Bylaws as defined in Article IV. Membership, whether capitalized or not, shall include all categories of membership.

Resignation. Members may resign from the Association by giving written notice to the Association. Any member resigning from the Association shall be responsible for all billed and unbilled dues and assessments related to the full current fiscal year of the Association.

Termination of Membership. Membership in the Association may be terminated or suspended for cause. Sufficient cause for such termination or suspension of membership shall be a violation of the bylaws or any rules of the Association. Termination or suspension shall be by majority vote of the Board of Directors; provided, that a statement of the charges shall have been mailed by certified mail to the last recorded address of the member at least fifteen (15) days before final action is to be taken. This statement shall be accompanied by a notice of the time and place of the meeting of the Board of Directors at which the charges shall be considered and the member shall have the opportunity to appear in person and/or to be represented by counsel in accordance with procedures adopted by the Board of Directors. In addition, the membership of any member who becomes ineligible for membership or who shall be in default in the payment of any dues or assessments shall be terminated automatically. In special circumstances, such termination may be delayed by the Board of Directors.

ARTICLE V: DUES

The initial and annual dues and assessments for Association members, and the time for paying all dues and assessments, shall be determined from time to time by the Board of Directors.

ARTICLE VI: MEETINGS OF MEMBERS

Action may be taken by the vote of a majority of the voting Members present and voting in person or by written proxy. No business shall be conducted at any meeting unless a majority of the Board of Directors is present in person.

There shall be an Annual Meeting of the membership on a date and at a place to be designated by the Board of Directors, either within or without the state of incorporation, for such business as may be properly brought before the Members. The Board of Directors may from time to time call special meetings of the membership. Notification of regular and special meetings shall be presented in writing and may be delivered by electronic means, to the membership at least 30 days prior to the scheduled meeting date. Such notification shall include information on items on which action is to be taken by the voting Members.

At each Annual Meeting there shall be presented to the Members, and filed with the official minutes of the meeting, a report of at least the Vice President for Finance and the Vice President for Membership.

ARTICLE VII: THE BOARD OF DIRECTORS

A. *Composition/Terms*: The Board of Directors (hereinafter "Board") shall be comprised of at least nine (9) and no more than sixteen (16) individuals (herein after referred to as "Board Members") who are members of the association. At least 2/3 of the Board shall be individuals employed by an academic, teaching, governmental, non-profit research entity, or a related organization of such an entity established for the purpose of facilitating academic technology transfer, or an international counterpart thereof. The Board will determine from time to time what, if any, specific positions will comprise the Board Structure based on the needs of the membership and strategic direction of the association. Any changes to the Board structure will be announced to the membership immediately along with a description of any revised nomination or election process if applicable. The Board will include at least the following officers: President, Immediate Past President, President-Elect and Vice President for Finance. With the exception of the President, President-Elect and the Immediate Past President, all Board members shall serve two-year terms which will be staggered so that at least one-third will be elected each year. The President-Elect shall serve for a period of one (1) year immediately after which the President-Elect shall assume the office of the President for a one (1) year term at the end of which the President shall become the Immediate Past President and shall serve a one (1) year term on the Board. Board members shall take office at the annual meeting and shall serve for their designated terms or until their successors are duly nominated, qualified and take office.

The positions of the President, the President-Elect, the Immediate Past President and any Board member with oversight of public policy or advocacy activities may only be held by an individual employed by an academic, teaching, governmental, non-profit research entity, or a related organization of such an entity established for the purpose of facilitating academic technology transfer, or an international counterpart thereof.

B. *Meetings/Replacements*: The Board shall hold a meeting at the same place as, and either immediately prior to, during or immediately after, the Annual Meeting of the Association. Other meetings of the Board shall be held at such times and places, within or without the state of incorporation, as the Board may decide, or at the call of the President, or upon the written request of a majority of the Board addressed to the Vice President for Finance. Notice of such meetings shall be delivered no less than five days in advance of the scheduled meeting, and may be delivered by electronic means. The Board may invite relevant guests and staff to attend Board meetings at the Board's discretion.

The functions and responsibilities of the Board shall include advice and counsel to the President on all matters affecting the Association's activities; ongoing liaison with and annual review of committee activities; review and approval of the Association's major financial activities, including the annual budget; review and recommendation of new programs for the Association; nomination of candidates for Board positions; review and recommendation of changes in the Association's policies and procedures; and supervision of the Association's business affairs. Board Members shall work with and provide oversight to committees as described by Association policy. Reporting structure within the Board of Directors shall be as described by Association policy.

Fifty-one percent (51%) of the Board present in person shall constitute a quorum for the purpose of transacting business at any meeting of the Board, but in the absence of a quorum, those present at the time and place set for the meeting may take an adjournment, from time to time until, without further notice, a quorum shall be present. The affirmative vote of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board.

In the event of death, resignation, inability of the President to perform his or her duties, or becoming employed by a for-profit entity, the President-Elect shall assume the responsibilities of the President immediately and shall serve as President for the remainder of the former President's term and his or her scheduled term as President.

In the event of the death, resignation, inability of the President-Elect to perform his or her duties, or becoming employed by a for-profit entity, the Nominating Committee shall recommend to the Board, and the Board shall nominate a new President-Elect for election by the voting Members.

In the event of the death, resignation, inability of the Immediate Past President to perform his or her duties, or becoming employed by a for-profit entity, the President-Elect shall assume the responsibilities of the Immediate Past President immediately and shall discharge them until the start of his or her scheduled term as President.

In the event of the death, resignation, inability of any other Board member to perform his or her duties, or in the event of the unscheduled vacancy of such office, the Board shall have the power to appoint an interim successor to serve either for the balance of the term or until the vacancy can be filled at the next election, regardless of whether the Board member vacating the office is in the first (1st) or second (2nd) year of the two (2) year term.

Any action to be taken at a Board of Directors meeting may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all the Directors entitled to vote thereon.

The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating by this means is deemed to be present in person at the meeting.

C. *Executive Committee:* An Executive Committee shall be composed of, at a minimum, the President, President-Elect, Immediate Past President and the Vice President for Finance. The President may appoint additional Board members to the Executive Committee on an ad hoc basis. The President may convene a meeting of the Executive Committee when in his or her judgment an urgent and serious circumstance requires a timely decision, and/or action, on behalf of the Board and in the interest of the Association. In such circumstances, the Executive Committee may make decisions and take actions on behalf of the Board. Any such decisions or actions shall require the unanimous consent of all members of the Executive Committee. In addition, the President may convene a meeting of the Executive Committee for the discussion of routine business between meetings of the Board. In such circumstances, the executive committee may make such recommendations or take such actions as have been authorized by the Board. Any and all actions of the Executive Committee shall be reported to the Board within thirty (30) days.

In the event of death, resignation, inability of any member of the Executive Committee to perform his or her duties, the President, or Board member assuming the responsibilities of the President, shall appoint another Board member to assume relevant responsibilities for Executive Committee purposes.

D. *Responsibilities of Board Members and the Board*: Detailed job descriptions of the respective Board positions will be determined by the Board and presented to membership from time to time and as Board structure changes. These job descriptions will provide details regarding the responsibilities of that particular position as well as any specifics regarding performance. However, at a minimum the following responsibilities will be fulfilled by the individuals in the following positions:

President: The President shall be the chief executive officer of and shall represent the Association. The President shall preside at all meetings of the Association. The President shall have the power to make, as directed by and subject to the approval of the Board, contracts for and in the name of the Association. The President shall have the power to create ad hoc committees and appoint members thereof and perform such other duties as are usually required by the President's office or as may be delegated to the President by the Board. The President shall be, ex officio, a member of all standing and special committees.

President-Elect: The President-Elect shall assume the office of the President when the incumbent President's term of office expires. The President-Elect shall assume the duties of the President in his or her absence or inability to act.

Immediate Past President: The Immediate Past President shall chair the Nominations and Awards Committee.

Vice President for Finance: The Vice President for Finance shall oversee the collection of dues, receipt of all revenue and other assets belonging to the Association, disbursement of same reasonably within the budget approved by the Board including but not limited to maintenance of accurate and current books of account of the Association. The Vice President for Finance shall be responsible for preparation of an annual budget for the coming year for review and approval by the Board prior to the start of the fiscal year and shall function as the Secretary as required. In the absence or unavailability of the Vice President for Finance, the President may act in the Vice President for Finance's stead.

At the discretion of the Board, but no less often than once each two years, the Association's books of account shall be audited by an independent auditor, retained by the Board, at the expense of the Association. Audit results will be distributed to the Board upon completion and presented to the membership in summary at the next Association business meeting.

The Board, shall see that a record is made and maintained of the proceedings of the Association and of the meetings of the Board and that each member of the Board is provided with a written copy of the minutes of all meetings within thirty (30) days after the meeting. These records shall be open to inspection by any Member at all reasonable times for any proper purpose and in accordance with the requirements of the Connecticut Nonstock Corporation Act. The Board shall have custody of the minute books and Bylaws. The Board shall be responsible for maintaining and updating the Bylaws.

ARTICLE VIII: STANDING COMMITTEES

The standing committees of the Association shall be as follows: Audit, Executive, Nominations and Awards, and Finance; and such additional standing committees as shall be created and designated by the Board. Except as otherwise provided in these Bylaws, the Board shall appoint the chairs of all standing committees and approve the appointments of committee members. Except as provided in these Bylaws or in association policies, no committee shall have the authority of the Board but shall make recommendations to the Board for it's approval.

Quorum and Manner of Acting. Unless otherwise provided by resolution of the Board in establishing a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present and voting at a meeting called by the chair at which a quorum is present shall be the act of the committee.

Each Committee Chair shall report to a Board member as stipulated by Association procedures. Committee responsibilities shall be as indicated by Association policy.

A Standing Committee may permit any or all members to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all members participating may simultaneously hear each other during the meeting. A member participating by this means is deemed to be present in person at the meeting.

Audit Committee: This Committee shall plan and implement internal and external audits of financial information of the Association. The Committee shall report all findings to the Board.

Executive Committee: See VII C.

Nominations and Awards Committee: This Committee shall be chaired by the Immediate Past President and shall recommend to the Board candidates to be nominated for election to Board positions. The Committee shall solicit suggestions from members of the Association and the Board. This Committee shall recommend for nomination up to two qualified, interested and committed individuals for each Board position which will be vacant at the next election, as set out in Article IX below. The Board will select, by majority vote, one of the individuals recommended by the Nominations and Awards committee for each position in order to arrive at the slate to be voted on by the membership. The Committee shall also make recommendations to the Board as to the types of awards or honor or appreciation to be granted by the Association, the standards thereof, and the procedures for selection of the recipients and the granting thereof.

Finance Committee: This committee is to assist the Board with the Association's financial policies and strategy, including review of the annual operating budget. The Finance Committee will review and recommend for the Board's approval the Association's annual operating budget, including any material changes to the budget during the year; review and provide guidance to the Executive Committee, the Board and management about policies relating to the Association's cash flow, cash management and working capital; review the Association's annual tax returns; recommend to the Board investment policies and guidelines for reserve funds and endowments, oversee investment performance and recommend changes to the investment strategy as appropriate; advise on other finance matters as appropriate, whether delegated by the Executive Committee, Board or submitted by the staff; report to the Executive Committee and the Board on Finance Committee activities. The Finance Committee shall be chaired by the Vice President for Finance and shall include at least five (5) but no more than seven (7) members including the Vice President for Finance and the President-elect.

Responsibilities and reporting structure of other committees shall be as documented by Association procedures.

ARTICLE IX: NOMINATIONS AND ELECTIONS

The Nominations and Awards Committee shall prepare a ballot listing nominees approved by the Board for vacant Board positions for presentation to the membership at least thirty (30) days prior to the deadline for voting. This ballot, along with any other nominees proposed by voting Members, will be voted on in person, via mail vote or electronic vote. The nominee receiving a majority of the votes cast when no more than two nominees are running for the same position will be considered elected. The nominee receiving a plurality of the votes cast when more than two nominees are running for the same position will be considered elected.

ARTICLE X: RELATION OF MEMBERS AND INDEMNIFICATION

The officers, committee members and individuals acting for the Association shall not be deemed partners or agents of one another for any purpose by reason of any provision of these Bylaws, the Articles of Incorporation or any resolution of the Board or other action of the Association pursuant thereto, or by reason of any action taken by them in carrying out the purposes of the Association. The Association shall indemnify all officers of the Association, all members of standing committees of the Association, all persons authorized by the Board to do business on behalf of the Association, and all employees required to act for the Association, and hold them harmless against any expense, claim, loss or liability resulting from action taken by them in lawfully carrying out resolutions of the Board and their duties on behalf of the Association.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Fiscal Year: The fiscal year of the Association shall be as designated by the Board.

Investment Accounts: The Association shall have such investment accounts as the Board shall authorize from time to time. All such accounts shall be subject to Association procedures.

Notice: Whenever notice of a meeting or action is required to be given under the laws of the state of incorporation, the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to receive such notice, whether before or after the time fixed for such meeting or action, shall be deemed equivalent to the required notice.

Earnings: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons or individuals The Corporation shall, however, be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of its purposes.

Delegation to Outside Agent: Duties of the Officers and/or Directors may be delegated to an outside agent employed on behalf of the organization. Such delegation must be approved by the Board and such agent shall be responsible to the Board.

Dissolution: In the event of the dissolution of the Association, the Board shall, after paying or making provision for the payment of all of the liabilities of the Association, distribute the remaining assets of the Association to such organization or organizations which are then qualified as exempt within the meaning of Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future U.S. internal revenue statute), but only if the purposes and objectives of such organization(s) are similar to the purposes and objectives of the Association.

Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the

Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Vice President for Finance and countersigned by the President or President-Elect of the Association.

Bonding. The Board may provide for the bonding of such officers and agents of the Association as it may from time to time determine.

ARTICLE XII: USE OF ELECTRONIC COMMUNICATION

Unless otherwise prohibited by law, any action to be taken or notice delivered under these bylaws may be taken or transmitted via electronic mail or other electronic media.

ARTICLE XIII: BYLAWS AMENDMENTS

These Bylaws may only be altered or rescinded by majority vote of the voting Members present and voting or by written proxy at any regular or special membership meeting, or by a majority of the voting Members returning mail or electronic ballots, provided, however, that such amendments first shall have been approved by the Board.

INAPI
Ministerio de Economía, Fomento y Turismo
Gobierno de Chile

Fecha de solicitud

FORMULARIO DE SOLICITUD DE CONTRATACIÓN DE BIENES Y SERVICIOS

1. INFORMACIÓN DEL SOLICITANTE

Centro de Responsabilidad	Dirección
Nombre Responsable	Maximiliano Santa Cruz
Nombre de la Contraparte Técnica	Pilar Trivelli Vega

Firma de Responsable (sólo para envío impreso)

2. ANTECEDENTES ADMINISTRATIVOS DE LA ADQUISICIÓN

Nombre de la Adquisición	Suscripción a Association of University Technology Managers.
Objetivo de la Adquisición	Acceder a contenidos de la agrupación, tales como doctrina, modelos de contratos, análisis de legislación, etc. Esto a fin de preparar estudios, especialmente en relación a la estrategia de PI y al trabajo conjunto con CORFO.
Documento que autoriza (Acta, Res., otro)	
Tipo Moneda Contratación	US$
Monto Estimado Total de la Adquisición	285,00
Monto a imputar en presupuesto vigente	285,00

Proyecto aprobado (SI/NO)	SI
ID del proyecto	165

3. TIEMPOS ASOCIADOS

Fecha crítica para que el proveedor reciba la Orden de Compra	
Fecha crítica para la recepción de bienes	
Fecha crítica para el inicio de la prestación de servicios	
Fecha de término de prestación de servicios	

Monto (s) ejecución presupuestaria (X)

Enero		Agosto	
Febrero		Septiembre	
Marzo		Octubre	
Abril		Noviembre	
Mayo		Diciembre	285,00
Junio		Año(s) sigtes.	
Julio		**Total Adquisición**	**285,00**

4. TIPO DE COMPRA

	Convenio Marco ID		Licitación
	Compra menor a 3 UTM	X	Compra Directa

5. COMPARATIVO DE PROVEEDORES (SÓLO PARA COMPRA DIRECTA O MENOR A 3 UTM)

ELEGIDO	RAZÓN SOCIAL	RUT	CORREO ELECTRÓNICO	TELÉFONO	PRECIO ($)	COTIZACIÓN VIGENTE HASTA:	FECHA DE ENTREGA PRODUCTO/ SERVICIO
X	Association of University		mbuckely@aut		285,00		

6. DOCUMENTACIÓN ADJUNTA (SÓLO LA QUE CORRESPONDA, SEGÚN TIPO DE COMPRA) (marcar con "x")

	Copia digital de RUT del Proveedor
	Copia digital del RUT del Representante Legal
	Copia digital de escritura que nombra a Representante Legal
	3 Cotizaciones
	Certificado de Proveedor único
	Certificado de Contraparte técnica que justifica compra a proveedor único
	Bases técnicas de licitación
	Causales para declarar inadmisible
	Criterios de evaluación
	Causales de multa
	Otro. Indicar ______________________________

INSTRUCCIONES DE LLENADO
FORMULARIO DE SOLICITUD DE CONTRATACIÓN DE BIENES Y SERVICIOS

Envíe este formulario a la casilla serviciosgenerales@inapi.cl o entregue impreso y firmado al Jefe del Departamento Administrativo.

FECHA DE SOLICITUD — Indicar fecha de envío de este formulario, a Servicios Generales.

1. INFORMACIÓN DEL SOLICITANTE

Centro de Responsabilidad	Indicar nombre de Subdirección o División.
Nombre Responsable	Indicar nombre del Subdirector o Jefe de División, o Subrogante.
Nombre de la Contraparte Técnica	Indicar nombre de Funcionario responsable del contrato o la adquisición.

Las funciones de la Contraparte Técnica son las siguientes:

→ Supervisar el correcto cumplimiento de los servicios.
→ Informar por escrito los incumplimientos del proveedor.
→ Solicitar al proveedor que acepte orden de compra en portal.
→ Informar la recepción conforme de los servicios y/o bienes adquiridos, al proveedor y a Servicios Generales.
→ Solicitar la emisión de la factura al momento de Informar la recepción conforme, o al vencimiento de las mensualidades o parcialidades de pago.

2. ANTECEDENTES ADMINISTRATIVOS DE LA ADQUISICIÓN

Nombre de la Adquisición	Nombre del bien o servicio que se requiere.
Objetivo de la Adquisición	Por qué se requiere la adquisición.
Documento que autoriza (Acta, Res., otro)	Sólo si corresponde (Actas de comité, Resolución que aprueba convenio, etc.)
Monto Total de la Adquisición	Monto necesario para todo el período que se requiere la prestación de servicios.
Monto para imputar al presupuesto vigente	Monto necesario para el año en curso.
Proyecto aprobado	Indicar si la adquisición está considerada en alguna iniciativa del plan de compras vigente.
ID del proyecto	ID asignado al proyecto en el plan de compras vigente.

3. TIEMPOS ASOCIADOS

Fecha de Emisión de Orden de Compra	Fecha crítica para que el proveedor reciba orden de compra.
Fecha de entrega de bienes	Fecha en que se requiere la recepción de bienes.
Fecha de inicio de prestación de servicios	Fecha en que se requiere el inicio de la prestación de servicios.
Fecha de término de prestación de servicios	Fecha en que se estima la finalización de la prestación de servicios.
Montos a ejecutar presupuestariamente	Debe colocar el monto a ejecutar. Si la ejecución de lo contratado, es en varios meses, debe colocar el monto que (

4. TIPO DE COMPRA

Marcar el tipo de compra que se requiere, e indicar ID de convenio marco, si lo conoce.

Al respecto se debe tener en cuenta:

Convenio Marco	Catálogo electrónico que según la Ley de Compras Públicas debe ser la primera opción para efectuar una adquisición de bienes o servicios. Si la adquisición se cursa por esta modalidad, indicar ID que identifica el bien o servicio en el catálogo de www.mercadopublico.cl.
Licitación	Se debe realizar una licitación pública cuando no sea posible acceder al bien o servicio a través de convenio marco. Para esta modalidad se requiere confeccionar bases de la licitación, que consideren entre otros: bases técnicas, criterios de evaluación, causales de multa, causales de inadmisibilidad de las ofertas, etc.
Compra Directa	Modalidad de excepción, mediante la que se puede efectuar una adquisición con un proveedor seleccionado, sólo si es posible enmarcarse en las causales establecidas en la ley de compras.
Compra menor a 3 UTM	Puede utilizarse si el bien o servicio no se encuentra en convenio marco y el valor no supera las 3 UTM.

5. COMPARATIVO DE PROVEEDORES (SÓLO PARA COMPRA DIRECTA O MENOR A 3 UTM)

Para compras directas y menores a 3 UTM, a exepción de proveedores únicos, se requiere adjuntar 3 cotizaciones.
Las 3 cotizaciones deben ser comparables.
En la columna "ELEGIDO" marque con una X el proveedor con el que se solicita cursar la adquisición.
En las columnas "RAZÓN SOCIAL", "RUT", "PRECIO" y "FECHA DE ENTREGA" indique estos datos para 3 proveedores cotizados.

6. DOCUMENTACIÓN ADJUNTA (SÓLO LA QUE CORRESPONDA, SEGÚN TIPO DE COMPRA)

Convenio Marco
No se requiere adjuntar documentación

Licitación
Requiere adjuntar:
Bases técnicas de licitación
Causales para declarar inadmisible
Criterios de evaluación
Causales de multa

Compra Directa
Requiere adjuntar:
Copia digital de RUT del Proveedor
Copia digital del RUT del Representante Legal
Copia digital de escritura que nombra a Representante Legal
3 Cotizaciones
Certificado de Proveedor único (sólo si se utiliza esta causal)
Certificado de Contraparte técnica que justifica compra a proveedor único (sólo si se utiliza esta causal)

Compra menor a 3 UTM
Requiere adjuntar:
3 Cotizaciones

AUTM

Association of University Technology Managers®
Advancing Discoveries for a Better World®

New Member Membership Application Form

GIVEN NAME/FIRST NAME ____ SURNAME/FAMILY NAME/LAST NAME ____

ORGANIZATION ____

JOB TITLE ____

ADDRESS ____

CITY ____ STATE/PROVINCE ____ POSTAL CODE/ZIP ____

COUNTRY ____ PHONE ____

EMAIL By providing my email address I agree to accept email from AUTM headquarters regarding AUTM activities, events and news. Check here to acknowledge: ❍

FAX By providing my fax number I agree to accept faxes from AUTM headquarters regarding AUTM activities, events and news. Check here to acknowledge: ❍

Please email membership receipt to ____ ORGANIZATION'S WEBSITE ADDRESS ____

❍ **REGULAR MEMBER** ($285 membership dues) **THIS SECTION NEEDS TO BE COMPLETED IN FULL**

Do you work for an academic, non-profit or governmental research institution? ❍ Yes ❍ No

Are you the most senior member of your institution's technology transfer organization who belongs to AUTM? ❍ Yes ❍ No

(We need to know with whom to communicate when we need to seek your institution's opinion on specific matters.)

My place of employment is best defined as:

❍ University (includes nonprofit research organizations formed for the sole purpose of managing a university's or college's intellectual property)
❍ Teaching hospital ❍ Nonprofit research institution ❍ Government technology transfer program and/or federal lab

Do you work for a for-profit entity, foundation or association? ❍ Yes ❍ No

My place of employment is best defined as:

❍ Independent attorney or a law firm
❍ For-profit corporation
❍ Support industry such as data systems management groups, information specialists, technology transfer conference organizers, publishers, professional organizations/ associations
❍ Technology transfer consultant and/or consulting firm
❍ Licensing agent
❍ Venture fund and/or financial group
❍ Accountant or accounting firm that is involved in technology transfer
❍ Foundation (other than those whose purpose is outlined under regular membership)
❍ For-profit non-academically affiliated research firm
❍ No affiliation
❍ Other, please specify: ____

❍ **STUDENT MEMBER** ($50 membership dues)

Applicants for student membership must attach proof of status; i.e., letter from advisor.

A person who is a full-time student or fellow in an institution of higher education, or a resident in a resident-training program at a teaching hospital, whose educational experience involves activities relating either directly or indirectly to the administration of the institution's intellectual property.

❍ **ELECTRONIC MEMBERSHIP** (for developing economies) For information on this membership option, visit www.autm.net.

Years of Experience (Please check one)

❍ 0-2 ❍ 3-7 ❍ 8-14 ❍ 15-20 ❍ 21+ **Gender:** ❍ Female ❍ Male

Which of the following areas are most significant in your job? (Check all that apply)

❍ Company/spin-out development
❍ Contract negotiation
❍ Economic development identification/evaluation
❍ Licensing technology
❍ Marketing
❍ Research
❍ Other ____

PAYMENT INFORMATION (Payment is in U.S. dollars. AUTM's Tax ID #36-3011951.)

AUTM's membership year is January 1 through December 31. New members joining after October 1 will be considered members through December 31 of the following year. All others will be invoiced for dues prior to January 1. Membership dues are deductible as business expense, but not as charitable contribution for federal tax purposes. Membership dues are nonrefundable.

Payment

❍ I wish to renew my dues AUTOMATICALLY until such time as I choose to stop. (Written notice required for cancellation)

To authorize automatic renewal of your AUTM membership, simply check the appropriate box on the membership renewal form. You will be charged for subsequent years' dues according to the payment information you provide. AUTM will send you a reminder notice of the impending automatic debit at least one month prior to the charge to your account.

To cancel participation in the automatic renewal program, simply inform AUTM in writing before December 1 the year prior to which you plan to not participate in the program. (Example: Notify AUTM by December 1, 2012 if you do not plan to participate in automatic renewal program for 2013.) Thereafter, you can renew your membership as you wish or cancel your membership.

❍ My check made payable to **Association of University Technology Managers** is enclosed.
❍ VISA ❍ MasterCard ❍ American Express ❍ Discover

Print name as it appears on card ____

Card # ____ Exp. Date ____ Signature ____

Billing Address (if different from above) ____

Mail completed form with payment to: AUTM, 33661 Treasury Center, Chicago, IL 60694-3600 Or fax to: +1-847-480-9282
If you have any questions, please contact AUTM headquarters by phone at +1-847-559-0846 or info@autm.net.