



**CHILE-UNIVERSITY OF CHICAGO  
AGREEMENT  
ON HUMAN CAPITAL DEVELOPMENT**

The Ministry of Education of the Republic of Chile, represented by her Ministry, Mrs. Mónica Jiménez de la Jara and the University of Chicago, represented by its President, Mr. Robert J. Zimmer, (hereinafter “The Parties”), in their interest to develop highly qualified human capital in both countries, herein by subscribe the present Agreement on Human Capital Development, according to the following.

**I. - GENERAL STATEMENTS**

**ACKNOWLEDGING** the friendship and excellent bilateral relations between the governments of the United States of America and the Government of the Republic of Chile;

**RECOGNIZING** that The University of Chicago and the Government of the Republic of Chile, have common interests in the development of highly qualified human capital in both countries through collaborative initiatives;

**AGREE** to establish the “MINISTRY OF EDUCATION OF CHILE-UNIVERSITY OF CHICAGO PROGRAM ON HUMAN CAPITAL DEVELOPMENT,” (hereinafter referred to as “the Program”) which will be administered by the Ministry of Education, “Sistema Bicentenario: BECAS CHILE” (hereinafter “BECAS CHILE”).

**II. - PURPOSE**

2.1 In response to the desire of the Government of Chile to increase access and promote equal opportunities for Chilean students to advanced degree studies at the University of Chicago, with meritorious performance to do so and subject to the University of Chicago’s own admission and selection processes, the Government of Chile will provide funding for the education and training of students who have been awarded scholarships by BECAS CHILE in the following programs:

<b>PROGRAMS</b>	<b>BENEFICIARIES</b>	<b>DURATION</b>
Postdoctoral & visiting scholar periods	Academic staff and researchers	ONE (1) or TWO (2) Years
PhD programs	Graduate students	FOUR (4) Years
Masters programs	Graduate students	TWO (2) Years
Thesis development & Sandwich	Master and PhD students	ONE (1) Year
Exchange & internship	Academic staff and researchers	ONE (1) Semester or (1) Year



2.2 The Program will emphasize Chile's needs to strengthen human capital development and improve the scope and quality of education, scientific & technological research and innovation, in areas associated with its socio-economic development in order to improve its global competitiveness.

All fields of studies provided by the University of Chicago are available to the Chilean scholarship recipients. These include: education and training in basic research in the biological sciences, physical sciences, medicine, law, business, divinity studies, the social sciences, the humanities, public policy and social services administration. Priority fields of study for Chilean scholarship recipients and joint research programs will include, but are not limited to: Mining, Offshore Technologies, Agriculture and Food Industry, Aquaculture and Fishing, Tourism and Hospitality, Biotechnology, Information and Communication Technologies, Energy, Environmental Issues, Health, Education, Housing, Public Security and Government Policies.

2.3 The aspiration of BECAS CHILE is to grant at least up to 50 scholarships -but not limited- each year for Chilean students to enroll in the University of Chicago.

2.4 This Agreement will not affect in any case pre-existing agreements between the University of Chicago and other Chilean government agencies or universities.

### **III. - GENERAL STATEMENTS**

3.1 Graduate Student Education and Training: financial support for integrating outstanding Chilean students into University of Chicago programs and for research internships by University of Chicago doctoral students in Chilean universities and research centers of excellence. The specific instruments for this area include, without limitation:

- Up to 15 scholarships per year for Chilean students to pursue Masters Degree at University of Chicago for up to 2 years.
- Up to 15 scholarships per year for Chilean students to pursue Doctoral Degree at University of Chicago for up to 4 years.
- Up to 10 "sandwich" scholarships per year for Chilean doctoral students to undertake research at University of Chicago or research centers of excellence for up to 2 years.
- Up to 10 "sandwich" scholarships per year for University of Chicago doctoral students to undertake research at Chilean universities or research centers of excellence for up to 1 year.

3.2 Faculty and Researcher Exchange: support faculty and research staff members to participate in internship, visit and/or conduct research at University of Chicago or Chilean universities or research centers of excellence. The specific instruments for this area include, without limitation:

- Up to 10 scholarships per year for Chilean professors and researchers to pursue postdoctoral studies or visiting scholar stays at University of Chicago or research centers of excellence for 1 or 2 years.



- Up to 10 scholarships per year for University of Chicago faculty and researchers to pursue postdoctoral studies or visiting scholar stays at Chilean universities or research centers of excellence for 1 or 2 years.

3.3 Other instruments: University of Chicago and BECAS CHILE are open to include and explore other programs and instrument of cooperation aimed to develop human capital, research and innovation. Once these new instruments have been agreed they should be included within the broad framework of this Agreement.

#### **IV. - FUNDING**

4.1 BECAS CHILE will be responsible for the following:

A. - Master and Doctoral scholarships for Chilean students admitted to University of Chicago graduate programs:

- I. Fund English language training courses in Chile for scholarships holders who do not meet the language entrance requirements established by University of Chicago; such students may be admitted conditionally to University of Chicago, based on policies established by individual Faculties and programs.
- II. Support Chilean student participants in the Program through annual grants to cover full living expenses while enrolled in a postgraduate program at University of Chicago. The grants will cover up to 2 successive years of study for grantees pursuing a master's degree and up to 4 successive years of study for doctorate students. The University of Chicago will advise BECAS CHILE concerning living expenses in Chicago.
- III. Fund tuition and fees for those students who are not granted financial awards from University of Chicago.
- IV. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) from Chile to Chicago, Illinois.
- V. Cover additional settling expenses of the scholarships holders and/or their dependents that the Chilean Government might deem necessary.
- VI. Cover appropriate medical insurance costs as required by the current USA international students' visa regulations or University of Chicago policy.

B. - Sandwich scholarships for Chilean doctoral students undertaking research at the University of Chicago:

- I. Support participants in the Program through annual grants to cover living expenses while enrolled in the sandwich program.
- II. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) from Chile to Chicago, Illinois.
- III. Cover additional settling expenses of the scholarships holders and/or their dependents that the Chilean Government might deem necessary.
- IV. Cover appropriate medical insurance costs as required by the current USA international students' visa regulations or University of Chicago policy.
- V. Fund tuition and fees for those non-degree visitor students who are not part of a student exchange with the University of Chicago and who are not granted financial awards from the University of Chicago.



C. - Fellowships for Chilean professors and researchers to pursue postdoctoral studies and visiting scholar stays at University of Chicago or research centers of excellence:

- I. Support participants in the Program through annual grants to cover living expenses while pursuing postdoctoral studies or visiting scholar stays.
- II. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) from Chile to Chicago, Illinois.
- III. Cover additional settling expenses of the scholarships holders and/or their dependents that the Chilean Government might deem necessary.
- IV. Cover appropriate medical insurance costs as required by the current USA international visiting scholar visa regulations or University of Chicago policy.

4.2 BECAS CHILE responsibilities towards University of Chicago graduate students, faculty members and researcher participants in exchange programs in Chile:

- I. Facilitate the issue of study permits/visas to the participants and children for entry into Chile subject to Chile's laws and regulations, covering the duration of the program of study.
- II. Provide guidance to participants to make their applications to Chilean universities appropriate to each participant's needs.
- III. Explore alternatives for Spanish language training in Chile for participants who may need it.

4.3 University of Chicago will be responsible for the following:

- I. Provide English Language Course, for up to 4 months, to those Chilean Masters and PhD students who might need it.
- II. Make available to participants and their children, at their expense, access to existing health insurance plans made available by the University of Chicago for its students, postdoctoral fellows and visiting scholars.
- III. Consider all Chilean students accepted in Master or PhD programs at University of Chicago for financial aid in accordance with existing University of Chicago financial aid programs, policies and practices for similarly situated applicants.
- IV. Negotiate in good faith with BECAS CHILE new programs concerning specific arrangements for graduate students, faculty members and researcher participants in this program.
- V. Cover expenses for University of Chicago students, faculty and researchers involved in studies or visiting scholar stays at Chilean universities or research centers of excellence.

## V. - COORDINATION ACTIVITIES

5.1 University of Chicago shall:

- I. Establish a BECAS CHILE-University of Chicago Scholarship Committee (the "Scholarship Committee") comprised initially of different faculty from the University of Chicago to actively engage in and promote the Program.
- II. The Scholarship Committee will work with BECAS CHILE to identify graduate study and/or research programs at the University of Chicago that



- meet the educational priorities of Chile. The Scholarship Committee may also seek to develop new programs to address emerging priorities or that represent innovative opportunities to meet unique educational objectives.
- III. The Scholarship Committee will work to identify research programs in Chile that will provide unique opportunities for University of Chicago faculty and graduate students to collaborate and carry out sandwich programs or visiting scholar stays in Chile.
  - IV. The Scholarship Committee will determine each year, in collaboration with BECAS CHILE, and after the selection process, the number of grants to be awarded during the following academic year. BECAS CHILE and Scholarship Committee will coordinate all selection and funding decisions with the University of Chicago's admissions process for the relevant academic programs to ensure that Program funding decisions are made prior to offers of admission to enable admitted students to make informed enrollment decisions.
  - V. Through its Office of International Affairs, provide advice in connection with applications for study permits/visas to the participants and of visas for dependents for entry into the United States, subject to U.S. laws and regulations, covering the duration of the program of study, including visas for Coordinating Committee members.
  - VI. Cover customary administrative costs incurred for supervision and monitoring of participants at the University of Chicago, including academic progress, visa compliance and emergencies.
  - VII. Provide guidance as needed to participants to make their applications to University of Chicago graduate education or research programs appropriate to each participant's needs.

5.2 The Parties shall use the Scholarship Committee and BECAS CHILE to provide the necessary services for participant recruitment, screening and selection. Grant competition and selection shall be open, non-discriminatory, and merit-based, adhering to policies and principles established by the Steering Committee, the Scholarship Committee and by the individual University of Chicago graduate education and research programs. The University of Chicago will retain sole control over the criteria, process and decision making for the admission of students to its programs, for visiting scholar stays and for post doctoral researcher appointments. BECAS CHILE will retain sole and complete control over the award of scholarships funded by BECAS CHILE for students, postgraduate programs, for visiting scholar stays and for post doctoral researcher appointments at University of Chicago. The Scholarship Committee shall provide to BECAS CHILE a yearly progress report for each Chilean student in the Program, subject to compliance with applicable U.S. student privacy laws.

5.3 The Parties will implement and oversee this Agreement via a Steering Committee that will convene periodically in order to evaluate and serve as an advisory body with regard to the execution of this Agreement. Membership of the Steering Committee will consist of an equal number of representatives designated by each Party, and at a minimum will include: one representative of the Ministers of Education and Foreign Affairs of Chile; representatives named by University of



Chicago Office of the Provost, and representatives named by the Executive Officer of the Sistema Bicentenario: BECAS CHILE.

5.4 Meetings of the Steering Committee shall be held in Chicago, Illinois or Chile, or by telephone, as agreed between the Parties.

5.6 Each Party shall be responsible for complying with all applicable laws and regulations in performing their obligations hereunder, and individuals participating in the Program shall abide by the laws and customs of the host institution.

## **VI. - DISCRIMINATION**

The Parties agree not to discriminate in the selection or acceptance of any participants on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by laws of the United States.

## **VII. - CONTROVERSIES, DURATION, AMENDMENT, RENEWAL AND TERMINATION**

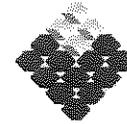
7.1 Any controversy arising from the understanding or implementation of this Agreement will be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide. If the Parties are unable to informally resolve the controversy or dispute as provided in the preceding sentence, the Parties agree to submit the matter to mediation.

7.2 Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions of this Agreement shall be valid. The Parties agree to modify the present Agreement and replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which best meets the intention of the Parties, and shall evidence their agreement with such modifications through authorized signatures following appropriate internal review. The same shall apply in the case of an omission.

7.3 This Agreement may be amended by mutual consent of the Parties at the request of either Party. Any amendments will become effective upon authorized signatures of the parties following appropriate internal review. No delay in exercising any right shall constitute a waiver of that right, but time is of the essence in respect to the covenants contained herein.

7.4 This Agreement shall be valid for a period of five (5) years. By mutual consent, the Agreement may be extended for an additional five (5) years period. This Agreement may be terminated according to the following:

(a) for any reason by either Party upon at least six (6) months prior written notice to the other Party, or



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(b) for cause upon thirty (30) days prior written notice of a material breach in the performance of an obligation hereunder unless the defaulting Party cures such breach with the thirty (30) day period. Termination of this Agreement will not affect the activities already approved jointly under its terms, or obligations that have accrued prior to the effective date of termination, including the obligation of BECAS CHILE to continue to fund grants previously awarded to Program participants.

7.5 This Agreement has been simultaneously executed in English and Spanish, with two copies in each language. It is the intent of the parties that both versions be identical in substance, spirit, and interpretation. In the event of a conflict between the English and the Spanish versions, the English language version shall prevail.

7.6 This Agreement shall be binding upon and inure to the benefit of the legal representatives and assigns of the Parties; provided, however, that neither Party shall assign its rights or obligations hereunder without the advance written consent of the other Party.

7.7 The Parties will mutually agree in advance on any press release, advertising or public announcement concerning this Agreement or the Parties' relationship hereunder. No Party will use the name or other trademarks of the other Party without that Party's prior approval.

Signed in Chicago, Illinois, October 6, 2008

**Ministry of Education of the Republic of Chile**

By: \_\_\_\_\_  
Name: Mónica Jiménez de la Jara  
Title: Minister of Education of the Republic of Chile

**The University of Chicago**

By: \_\_\_\_\_  
Name: Robert J. Zimmer  
Title: President