

**CHILE-UNIVERSITY OF NOTRE DAME
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 Notre Dame, represented by the Provost, Thomas G. Burish, Ph.D, (hereinafter "The Parties"), in their interest to develop highly qualified human capital in both countries, herein subscribe to 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 Notre Dame and the Government of the Republic of Chile (hereinafter "The Parties"), have common interests in the development of highly qualified human capital in both countries through collaborative initiatives;

THE PARTIES AGREE to establish the "CHILE-UNIVERSITY OF NOTRE DAME 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") and on behalf of the University of Notre Dame by its Graduate School.

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 Notre Dame, with meritorious performance to do so and subject to the University of Notre Dame'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:

PROGRAMS	BENEFICIARIES	MAXIMUM DURATION
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	From a Semester to 12 months.

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 study—subject to U.S. government stipulations—provided by the University of Notre Dame are available to the Chilean scholarship recipients. These include doctoral and master's education and training in basic research in the following fields: aerospace and mechanical engineering, biochemistry, bioengineering, biological sciences, chemical and biomolecular engineering, chemistry, civil engineering and geological sciences, computer science and engineering, economics, electrical engineering, English, history, the history and philosophy of science, literature, mathematics, medieval studies, peace studies, philosophy, physics, political science, psychology, sociology, and theology. They include master's level education and training in basic research in the following fields: architecture, art, art history and design, business (the Master in Non-profit Administration), creative writing, education, romance languages and literatures, and theology.

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

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

III. - GENERAL STATEMENTS

3.1 Graduate Student Education and Training: support for integrating outstanding Chilean students into University of Notre Dame programs and for research internships by University of Notre Dame doctoral students in Chilean universities and research centers of excellence. The specific instruments for graduate student education and training include but are not restricted to:

- Up to 15 scholarships per year for Chilean students to pursue a master's degree at University of Notre Dame for up to 2 years.
- Up to 15 scholarships per year for Chilean students to pursue a doctoral degree at University of Notre Dame for up to 4 years.
- Up to 10 "sandwich" or non-degree scholarships per year for Chilean doctoral students to undertake research at University of Notre Dame or research centers of excellence for up to 2 years.
- Up to 10 "sandwich" or non-degree scholarships per year for University of Notre Dame 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 the University of Notre Dame or Chilean universities or research centers of excellence. The specific instruments for the exchange include but are not limited to:

- Up to 10 fellowships per year for Chilean professors and researchers to pursue postdoctoral studies or visiting faculty stays at the University of Notre Dame or research centers of excellence for 1 or 2 years.
- Up to 10 fellowships per year for University of Notre Dame 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: the University of Notre Dame and BECAS CHILE are open to including and exploring other programs and instruments of cooperation aimed at developing human capital, research and innovation. Once these new instruments have been agreed upon, they should be included as "annex" agreements within the broad framework of this Agreement.

IV. - FUNDING

4.1 BECAS CHILE will be responsible for the following:

- A. - Master's and Doctoral scholarships for Chilean students admitted to University of Notre Dame graduate programs:
 - a. Fund English language training courses in Chile for scholarships holders who do not meet the language entrance requirements established by the University of Notre Dame. Fund the living expenses of Chilean students who have been conditionally accepted and are studying English at Notre Dame.
 - b. Support Chilean student participants in the Program through annual grants to cover full living expenses while enrolled in a graduate program at University of Notre Dame. 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 doctoral students. The University of Notre Dame will advise BECAS CHILE concerning living expenses at Notre Dame. It is expected that the grants will meet visa requirements and the minimum level of support normally given to master's or doctoral students enrolled at the University of Notre Dame.
 - c. Fund tuition and fees for students who are not granted financial awards by the University of Notre Dame.
 - d. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) per family member from Chile to South Bend, Indiana.
 - e. Cover additional expenses of the scholarship holders and/or their children that the Chilean Government might deem necessary.
 - f. Cover appropriate medical insurance costs as required by the current USA international students' visa regulations or University of Notre Dame policy.
- B. - Sandwich or non-degree scholarships for Chilean doctoral students undertaking research at the University of Notre Dame:
 - a. Support participants in the Program through annual grants to cover living expenses while enrolled in the sandwich or non-degree program.

- b. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) per family member from Chile to South Bend, Indiana.
 - c. Cover additional expenses of the scholarship holders and/or their dependents that the Chilean Government might deem necessary.
 - d. Cover appropriate medical insurance costs as required by the current USA international students' visa regulations and University of Notre Dame policy.
 - e. Fund tuition and fees for those non-degree visitor students who are not part of a student exchange with the University of Notre Dame and who are not granted financial awards by the University of Notre Dame.
- C. - Fellowships for Chilean professors and researchers to pursue postdoctoral studies and visiting scholar stays at the University of Notre Dame or research centers of excellence:
- a. Support participants in the Program through annual grants to cover living expenses while pursuing postdoctoral studies or visiting faculty stays.
 - b. Provide for each grantee and his/ her spouse and/ or their children one roundtrip air ticket (economy) per family member from Chile to South Bend, Indiana.
 - c. Cover additional expenses of the scholarship holders and/or their dependents that the Chilean Government might deem necessary.
 - d. Cover appropriate medical insurance costs as required by the current USA international visiting scholar visa regulations and University of Notre Dame policy.
- 4.2 Chilean responsibilities towards University of Notre Dame graduate students, faculty members and researcher participants in exchange programs in Chile:
- I. Facilitate the issue of study permits/visas to the participants and dependants 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 The University of Notre Dame will be responsible for the following:
- I. Provide tuition free English language instruction, for up to a semester, to those Chilean non-degree students who have been accepted into a master's or Ph.D. program conditionally on the stipulation that they meet the English requirement.
 - II. Make available to participants and their dependants, at their expense, access to existing health insurance plans made available by the University of Notre Dame for its students, postdoctoral fellows or visiting faculty (as appropriate based on classification).
 - III. Provide a standard stipend for doctoral students in the fifth year of their program who require the support.

- IV. Negotiate in good faith with BECAS CHILE concerning specific arrangements for graduate students, faculty members and researcher participants in this program.
- V. Cover expenses for University of Notre Dame students, faculty and researchers involved in studies or visiting scholar stays at Chilean universities or research centers of excellence.

V. - COORDINATION ACTIVITIES

5.1 The University of Notre Dame shall:

- I. Charge the Graduate School to actively promote and administer the Program through its own offices or by directing students or faculty to the relevant unit at the University of Notre Dame.
- II. The Graduate School will work with BECAS CHILE to identify graduate study and/or research programs at the University of Notre Dame that meet the educational priorities of Chile. The Graduate School may also seek to develop new programs to address emerging priorities or that represent innovative opportunities to meet unique educational objectives.
- III. The Graduate School will work to identify research programs in Chile that will provide unique opportunities for University of Notre Dame faculty and graduate students to collaborate and carry out sandwich programs or visiting scholar stays in Chile.
- IV. BECAS CHILE and the Graduate School will coordinate all selection and funding decisions with the University of Notre Dame'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. BECAS Chile will notify Notre Dame which Chilean applicants have been preselected as scholarship recipients.
- V. Through its Immigration Services Office or other appropriate University offices, provide advice in connection with applications for study permits/visas to the participants and for 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. Provide customary administrative support for supervision, advising, and monitoring of participants at the University of Notre Dame, including academic progress, visa compliance and emergencies.
- VII. Provide guidance as needed to potential participants to make their applications to University of Notre Dame graduate education or research programs appropriate to each participant's needs.

5.2 The Parties shall use the Graduate School 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 Coordinating Committee, the Graduate School and by individual University of Notre Dame graduate education and research programs. The University of Notre Dame will retain sole control over the criteria, process and decision making for the admission of students to its programs, for

visiting faculty and scholar stays, and for postdoctoral researcher appointments. BECAS CHILE will retain sole and complete control over the award of scholarships funded by BECAS CHILE for students, graduate programs, for visiting faculty and scholar stays, and for postdoctoral researcher appointments at University of Notre Dame. The Graduate School 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 Coordinating 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 Coordinating Committee will consist of an equal number of representatives designated by each Party, and at a minimum will include: one representative of the Minister of Education and Foreign Affairs of Chile, representatives named by the Executive Officer of the Sistema Bicentenario, BECAS CHILE, and one representative of the Chilean Scholarship Agency CONICYT for Chilean representation; and representatives named by the University of Notre Dame Office of the Provost for Notre Dame representation.

5.4 Meetings of the Coordinating Committee shall be held in South Bend, Indiana, or in 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. - CONTROVERSIES, DURATION, AMENDMENT, RENEWAL AND TERMINATION

6.1 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 resolve the controversy or dispute as provided in the preceding sentence informally, the Parties agree to submit the matter to mediation.

6.2 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 to modify the present Agreement and the same shall apply in the case of an omission.

6.3 This Agreement may be amended by mutual written consent of the Parties at the request of either Party. Amendments will become effective after official administrative approval is in place and upon written notification by the Parties. 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.

6.4 This Agreement shall be valid for a period of five (5) years and will become effective after the administrative sanction that approves it is in course. 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 (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.

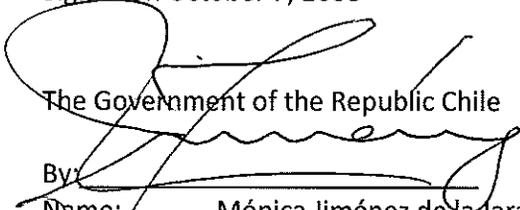
6.5 This Agreement has been simultaneously executed in English and Spanish, with two copies in each language. It is the intent of the parties that both versions be identical in substance, spirit, and interpretation. In the event of a conflict between the English and the Spanish versions, the English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

6.6 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.

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 on October 7, 2008

The Government of the Republic Chile

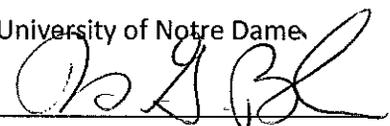
By: 

Name: Mónica Jiménez de la Jara

Title: **Minister of Education**

Mrs. Mónica Jiménez de la Jara

The University of Notre Dame

By: 

Name: Thomas G. Burish, Ph.D.

Title: **Provost**