



**AGREEMENT FOR THE ADVANCED HUMAN CAPITAL PROGRAM
BETWEEN
THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH-
(HEREAFTER CONICYT),
AND
IMPERIAL COLLEGE LONDON**

This Agreement is made on 10.01 2016 between:

- (1) The National Commission for Scientific and Technological Research of the Republic of Chile ("CONICYT"), represented by its acting President, Mr. Mateo Budinich D.; and
- (2) Imperial College London ("Imperial"), represented for this purpose by its Provost, Professor James Stirling;

(each a "Party", together the "Parties").

CONSIDERING that through the Supreme Decree No 664/2008 and its modifications from the Ministry of Education and through Presidential Instruction No. 10, dated 03 September 2008, established the Committee of Ministers of the Bicentennial System for the Graduate Scholarships Abroad Program, hereinafter BECAS CHILE System, with the purpose of increasing the number of people who may have access to levels of excellence and expertise to improve the coordination, management and dissemination of the current system of public scholarships abroad;

CONSIDERING that according to the provisions of the said Instruction, it will be for the Committee of Ministers to propose the guidelines, goals and commitments, as well as a roadmap for the short, medium and long-term human capital formation, as well as foster international linkages and negotiate cooperative arrangements to meet the objectives;

RECOGNIZING that CONICYT, the administrator of the BECAS CHILE Program, and Imperial have common interests in the training of highly qualified human capital in both countries, through collaborative initiatives:

The Parties agree to establish the "THE CONICYT – IMPERIAL COLLEGE LONDON ADVANCED HUMAN CAPITAL PROGRAM" (the "Program") on the terms set out below.

**ARTICLE I
PURPOSE**

- 1.1 CONICYT is investing heavily in human capital formation to improve the range and quality of education, scientific and technological research and innovation in areas related to socio-economic development and global competitiveness.
- 1.2 CONICYT would like to increase access and promote equal opportunities for Chilean students who wish to pursue advanced graduate studies in universities of excellence around the world, including Imperial.



- 1.3 The main purpose of this Agreement for the Advanced Human Capital Development Program between Imperial and CONICYT (the "Agreement") is to provide a framework for CONICYT's scholarship program for Chilean students who have been admitted to pursue doctoral studies at Imperial ("Scholarships").

ARTICLE II SCHOLARSHIPS PROGRAM

- 2.1 The Program is designed for granting Scholarships to outstanding Chilean citizens, who wish to pursue doctoral studies at Imperial. CONICYT commits to grant annual Scholarships to chosen doctoral students as follows:

- (a) providing a living allowance in the first, second, third, and fourth year, if needed, of study; and
- (b) financing 100% of tuition and fees charged by Imperial during the first and second year of study, and 80% of tuition and fees for the third year of study.

Imperial shall invoice Conicyt for tuition fees on or after 1 August prior to commencement of study by the relevant student. Conicyt shall pay each invoice submitted to it by Imperial in full in pound sterling within 60 days of receipt of the invoice. Where a student ceases to be a student of Imperial for any reason before completion of his or her studies, Imperial shall make repayments to Conicyt of tuition fees, where and to the extent repayable in accordance with Imperial's standard policies on repayment of tuition fees.

- 2.2 As further described in the "Operating Procedures for the Advanced Human Capital Development Program between CONICYT and Imperial, attached hereto as Exhibit A and forming part of this Agreement (the "Operating Procedures"), Imperial will make arrangements to supplement CONICYT's financial support through a 20% tuition fee discount for the third year of study and waiver of the full amount of tuition and fees for the fourth year of study if needed, with respect to those individuals awarded Scholarships hereunder. This is subject always to Imperial's written confirmation to Conicyt, prior to the relevant Scholarship being offered, that it approves the relevant Scholarship.

- 2.3 Neither Imperial nor CONICYT shall be obligated to continue financial support with respect to any student who does not remain in good academic standing.

- 2.4 CONICYT will offer Scholarships only to students who:

- (a) Are admitted to Imperial's doctoral programs; and
- (b) Comply with the eligibility of the BECAS CHILE System for Doctoral Scholarships in accordance with the Decree N°664/2008 and its amendments from the Ministry of Education of Chile.

The selection criteria shall be non-discriminatory and merit-based. There is no maximum number of Scholarships that may be awarded pursuant to this Agreement. The number of Scholarships offered by Conicyt in any given year shall be determined by reference to CONICYT's annual budget and/or the Chilean regulations referring to the award of international scholarships. Once a Scholarship is confirmed for a particular student, the funding for that student by Conicyt shall be made available for the full three or four (as appropriate) years of their study.



- 2.5 CONICYT and Imperial will review the scope of this Agreement within three years following its signing to evaluate the success of the Program and to consider whether any changes should be made to it.

ARTICLE III APPLICATION AND SELECTION PROCESS

- 3.1 In order to be eligible for a Scholarship, candidates must apply to Imperial for admission to doctoral programs of study and must be accepted through Imperial's normal admissions procedures. Imperial retains complete and sole control of its admission and selection process.
- 3.2 Imperial also reserves the right to terminate the enrollment of any student funded by the Program for failure to comply with its rules and regulations, following the normal procedures for making such a decision. It will promptly notify CONICYT where any student in receipt of a Scholarship ceases to be a student of Imperial, subject to compliance with applicable privacy, confidentiality and/or data protection laws.

ARTICLE IV ADMINISTRATION, IMPLEMENTATION AND PROCEDURES OF THE PROGRAM

- 4.1 The Parties agree to implement the Program in accordance with this Agreement and the attached Operating Procedures at EXHIBIT A. In the case of inconsistency between the contents of the main body of this Agreement and the Operating Procedures, the contents of the main body of the Agreement shall prevail.
- 4.2 This Program will be administered by CONICYT and Imperial subject to the terms and conditions of this Agreement.
- 4.3 A Coordinating Committee will convene periodically in order to evaluate and serve as an advisory body with regard to the implementation and operating procedures of this Agreement. Representatives of each Party on the Coordinating Committee will be determined by the respective Parties.
- 4.4 Meetings of the Coordinating Committee shall be held at least annually at a mutually acceptable location. The Parties may also elect to hold the meetings through video conferencing or any other mutually agreeable means.
- 4.5 The Coordinating Committee can suggest or propose modifications to the Agreement as it deems appropriate. Neither Party will be obliged to adopt said proposals.
- 4.6 Any notice, consent or other communication to be given by a Party to the other under this Agreement shall be in writing and shall be considered as properly delivered if delivered to the relevant address specified below:

For CONICYT:
Formation of Advanced Human Capital Program
CONICYT
Moneda 1375
Santiago 8320520
CHILE



For Imperial:

International Office
Imperial College London
Level 2, Faculty Building
South Kensington Campus
London SW7 2AZ
UNITED KINGDOM

**ARTICLE V
USE OF THE NAME OF THE INSTITUTIONS**

- 5.1 Neither Party may issue a press release or other public announcement about this Agreement or the Program, nor may it use the name, trademark or insignia of the other Party (or of any department or unit of the other Party) in any manner in connection with this Agreement or the Program, without the prior written approval of the other Party.

**ARTICLE VI
DURATION, VALIDITY, TERMINATION, AND RESOLUTION OF DISPUTES**

- 6.1 This Agreement will take effect when it has been signed on behalf of Imperial, and has been signed on behalf of CONICYT and ratified by the National Audit Office of the Republic of Chile. CONICYT shall enter the date on which the Agreement has taken effect on the front of the Agreement, shall within 2 working days of the Agreement taking effect confirm this to Imperial, and shall within 5 working days of the Agreement taking effect send Imperial a fully executed and dated copy of the Agreement. The Agreement will continue until such time as it may be terminated by one of the Parties in accordance with the termination provisions of this Agreement.
- 6.2 This Agreement may be amended by mutual consent of the Parties at the request of either Party. Any amendments will become effective following authorized signature by the Parties.
- 6.3 Either of the Parties may give 60 days' written notice at any time to terminate the Agreement. Termination will not affect the provision of the Scholarships to the recipients that have been awarded a Scholarship prior to said notice, which Scholarship will continue until the end of the student programs as stipulated by the terms of this Agreement.
- 6.4 Imperial may terminate this Agreement on giving written notice in the event that Conicyt fails to pay any sums due under this Agreement for more than 60 days after the relevant sum has become due, whereupon Imperial's obligations pursuant to this Agreement shall cease. Conicyt shall continue to be liable to pay the fees in respect of all students who had been offered a Scholarship prior to termination.
- 6.5 This Agreement states the entire agreement of the Parties concerning the transactions which are the subject matter hereof, and supersedes and replaces all prior agreements relating to such transactions. Except as expressly set out in this Agreement, all warranties, undertakings, conditions and terms, express or implied, whether by common law, statute, custom, trade usage,



course of dealings or otherwise in respect of the subject matter of this Agreement are excluded to the fullest extent permitted by law.

- 6.6. Nothing in this Agreement shall be construed as creating a partnership between the Parties. No Party shall be or be deemed to be an agent of the other and no Party shall hold itself out as having authority to bind the other Party in any way.
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- 6.7. A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 6.8. In the event of any controversy or claim arising out of or relating to this contract, or the breach thereof, ("Dispute"), the parties shall attempt in good faith to resolve the Dispute amicably.
- 6.9. This Agreement has been executed in English (in triplicate), however it may be translated in Spanish. In the event of inconsistency between the English and Spanish version of this Agreement the English Agreement shall prevail.

ARTICLE VII
LEGAL ENTITIES OF THE SIGNATORIES

- 7.1. Professor James Stirling is authorized to represent Imperial College London by virtue of his position as Provost of the University.
- 7.2. Dr. Denise Saint-Jean M. is authorized to represent CONICYT, the National Commission for Scientific and Technological Research, through Supreme Decree Number 113/11 and Exceptional Decree 1615/13, both issued by the Ministry of Education of Chile.

Signed

Place: LONDON
Date: 04.04.2014

On behalf of Imperial College London:


.....
Professor JAMES STIRLING,
Provost

Place: Santiago
Date: 27/3/2014

On behalf of the National Commission for
Scientific and Technological Research:


.....
Dr. DENISE SAINT-JEAN M.
Acting President



EXHIBIT A

**OPERATING PROCEDURES FOR THE ADVANCED HUMAN CAPITAL
DEVELOPMENT PROGRAM BETWEEN THE NATIONAL COMMISSION FOR
SCIENTIFIC AND TECHNOLOGICAL RESEARCH – (HEREINAFTER CONICYT),
AND
IMPERIAL COLLEGE LONDON**

This document is adopted pursuant to and is made part of the Agreement for the Advanced Human Capital Development Program between CONICYT and Imperial College of Science, Technology and Medicine (the "Agreement"), deemed for all purposes to be an integral part of it, and is intended to outline the general operating and funding procedures under the joint CONICYT-Imperial College London Advanced Human Capital Development Program in order to clarify the expectations of the Parties and to facilitate the distribution of the Scholarships and benefits. These operating procedures will be monitored by the Coordinating Committee described in the Agreement to ensure the efficient operation of the Program.

Pursuant to the Agreement, CONICYT and Imperial College London will support funding for students participating in the Program with the goal that Chilean students admitted to eligible doctoral programs at Imperial will be fully funded for four years of study.

Support for Doctoral Programs

Within the limits set out in the Agreement:

Chilean doctoral students (as described in the Agreement) admitted to a graduate program and awarded a Scholarship by CONICYT under the Agreement will be jointly funded by CONICYT and Imperial College London as set forth therein.

CONICYT commits to pay tuition and academic fees for the first and second year, and 80% of tuition and academic fees for the third year of study of graduate students selected under the terms of the Agreement and terms of the Scholarship. Where applicable, Imperial College will waive 20% of the tuition fees for the third year, and will waive full amount of tuition fees for the fourth year of study, if needed. CONICYT will provide a standard monthly allowance to the grantees in the first, second, third, and fourth years of study. The amounts of the stipend financed by CONICYT will be determined by the Decree No. 664/2008 from the Ministry of Education and its modifications that regulates the BECAS CHILE system.

Standard levels of support for degree programs are set forth in the tables below. Tables 1 and 2 indicate which one of the Parties will be responsible for tuition, living support and other named items in each year. Notwithstanding the above, both



institutions shall not be obliged to continue to provide financial support with respect to any student who does not remain in good academic standing.

Table 1. Standard Support for PhD Students

	YEAR 1	YEAR 2	YEAR 3		YEAR 4
Tuition and Academic Fees	CONICYT	CONICYT	CONICYT	Imperial College	Imperial College
	100%	100%	80%	20%	100%
Living Support	CONICYT will provide a standard monthly allowance in accordance with the BECAS CHILE Decree				

Table 2. Additional Support to be provided by CONICYT in accordance with the Decree No. 664/2008 from the Ministry of Education and its modifications

Round trip Air ticket, economy class, for the scholar, his/her spouse and children, if appropriate.
A monthly allowance for the scholar during the program of study (renewable each year if in good academic standing) for a maximum of 4 (four) years.
An additional 10% of the monthly allowance for the accompanying spouse.
An additional 5% of the monthly allowance for any accompanying child under 18 years old.
A one-time allowance to cover settlement and relocation expenses
A yearly allowance for books and/or materials
A yearly health allowance (can be used for the family) or emergencies
Extension of monthly allowance for pregnancy
Associated language course benefits (pre academic courses) up to six months
Sum equivalent to the cost of obtaining visas for the scholar, his/her spouse and children, if applicable

In accordance with the Decree 664/2008 and its modifications, it will be required of doctoral fellows in receipt of the Scholarships to return to Chile within three years following the last maintenance payment of the Scholarship.

Admissions Application Process

Students must apply directly for admission to Imperial College. Admissions decisions will be made by Imperial College according to its customary procedures and regular timetable. Imperial College will have the sole authority over which applicants will be enrolled in its programs and reserves the right to reject any who do not meet its standards for admission. Similarly, it will have the sole authority to terminate the



enrolment of any student for failure to comply with its rules and regulations, following the normal procedures used for making such a decision.

Students and scholars desiring to be funded under this Program should inform both Parties and must deliver the required paperwork to CONICYT by the Bilateral competitions deadline. Following CONICYT's receipt of a complete Application, which includes a formal graduate admission letter from Imperial College, CONICYT having examined the eligibility contained in respective Scholarship terms under the Program, will decide whether to make a Scholarship award to the applicant. CONICYT will then send the complete list of student names, including the department where they would like to pursue their doctoral studies, to Imperial and await its written confirmation that it approves the relevant Scholarships. When approval is given, CONICYT will sign a program contract with the selected candidate concluding the Scholarship granting process, providing a copy to Imperial at the same time as it is provided to the student.

Contract and Reporting Obligations of Recipients

All Scholarship recipients will be required to file annual reports describing their academic program with CONICYT.

With the student's consent, Imperial College shall send information (in a form to be determined by Imperial) to CONICYT on each graduate student funded through the Program annually to enable CONICYT and Imperial to assess whether the graduate student is in good academic standing.

Communication between the Parties

In order to assure the best implementation of this Program and Operating Procedures, all Parties will do their best to maintain frequent communication, by means of the relevant persons designated by each institution.

Payments

CONICYT will pay tuition and fees directly to Imperial College. Maintenance stipends, airfare, health insurance fees, relocation fees and other amounts in the tables above will be paid directly to the grantees.



APPENDIX 1

REQUIREMENTS TO APPLY FOR CONICYT SCHOLARSHIP

1. Being Chilean.
2. Possess the academic bachelor's degree in careers that last at least 8 semesters, or professional title in the careers of at least 10 semesters or its equivalents in the case of undergraduate studies undertaken abroad.
3. Possess an acceptance letter for a Ph.D. program of Imperial College London.



LETTER OF AMENDMENT

TO THE

AGREEMENT FOR ADVANCED HUMAN CAPITAL DEVELOPMENT PROGRAM

BETWEEN

THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL RESEARCH,

CHILE ("CONICYT")

AND

IMPERIAL COLLEGE LONDON

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties have entered into an *Agreement for Advanced Human Capital Development Program* (the "Agreement") signed in March and April, 2014;
- B. Parties to the Agreement wish to amend certain terms of the Agreement by way of this Letter of Amendment (the "Amendment");

NOW THEREFORE:

1. That, in accordance with Article VI, section 6.2 of the Agreement, both Parties hereby agree to modify Exhibit A, section Support for Doctoral Programs (the last paragraph) and restate it in its entirety to read as follows: "It will be required of doctoral fellows in receipt of the Scholarships to return to Chile within periods specified in the Decree 664/2008 and its modifications."
2. That, the abovementioned amendment will come into effect after it is signed by the parties and all required administrative acts and approvals have been obtained.
3. It is understood that this Amendment does not alter or modify any of the other terms outlined in the Agreement.
4. Made into four copies; two in Spanish and two in English, all texts being equally authentic.



LEGAL REPRESENTATIVES OF THE SIGNATORY PARTIES

5. Professor James Stirling is empowered to represent Imperial College London, as Provost of the University.
6. Mr. Christian Nicolai is empowered to represent the National Commission for Scientific and Technological Research, CONICYT, in accordance with the Supreme Decrees N° 491/1971, and No. 97/2015, both of the Ministry of Education of Chile.

On behalf of Imperial College London:

*On behalf of the National Commission for
Scientific and Technological Research :*

W. James Stirling

James Stirling
Provost

C. Nicolai

Christian Nicolai
Executive Director

Date: 16.12.2015

Place: London, U.K.

Date: 5.11.2015

Place: Santiago, Chile