

Terms and Conditions for the 2007 National Tendering Process for the Creation of Centers of Advanced Research on Education

CONICYT finances the creation and long-term execution of Research Centers on specific theme areas, which must be addressed on a multidisciplinary basis. Academic training and co-operation on a national and international basis are also essential characteristics in the management of these Centers. The main purpose of this initiative is to incentive the teamwork of researchers in priority theme areas for the development of the country.

Within this context, CONICYT calls to the National Tendering Process for the creation of Centers of Advanced Research on Education.

I. DEFINITIONS

a. Project: Project shall be understood as any research proposal encompassed within the limits set forth in these terms and conditions, as to their goals, scopes and specifications. They must be executed in Chile.

b. Center of Advanced Research on Education, hereinafter referred to as the Center: It is a functional activity comprised of one or several groups of researchers whose goals are to train advanced human resources and conduct high level research on an area, problem or set of problems related with education.

c. Director of the Center: Academic authority in charge of the scientific guidance and technical execution of the Center. The Director must be a leader with a proven capability in the management of research projects, experience in the design of policies in education, outstanding background and experience in postgraduate training. This Director must become engaged on a full-time basis (being able to include in such schedule teaching or other commitments, previously established with the sponsoring institution) to manage and conduct the activities of the Center. However, the Director may participate in other projects closely related with the Center's activities and its research lines.

d. Manager of the Center: The Center may have a Manager, who shall be a professional in charge of the financial, administrative and operating management of the Center. Additionally, the Manager shall be in charge of negotiating agreements, generating leverage of resources and analyzing the sustainability of the Center, among other roles. The Manager (if any) shall be subordinate to the Director of the Center.

e. Main Researchers: Researchers in charge a line or area of research. Main Researchers must have an outstanding background in research supported by publications and by the recognition of peers both on a national and an international basis. A Main researcher must devote 60% or more of his/her research time to the Center.

f. Associate Researchers: Researchers with an outstanding background in research supported by publications and by the recognition of their peers on a national basis. The main difference with the Main Researcher is that Associate Researchers may devote less time to the activities to be conducted in the Center depending on their role in the compliance with the project goals.

g. Postdocs: Professionals who have recently obtained their Doctor's Degree who are conducting research guided by a more experienced researcher.

h. Sponsoring Institution: It is the Institution that provides the physical space, infrastructure and services support to the group of researchers that presents the Center creation project. The national institutions that meet each and all of the following requirements shall be eligible as sponsoring institutions in this application process: 1) be either public or private non-profit legal entities, 2) have a proven background in research and participation in postgraduate training, preferably of a doctoral level during the last three years, and 3) have a legal existence of at least three years at the time of application. These include: universities (public or private), research institutes (public or private), independent Academic Centers, non-governmental organizations, corporations and foundations, among others.

This institution must undertake to support the Center acting as a counterpart before CONICYT. Additionally, it must undertake obligation in terms of infrastructure, counterpart funds (contributed by the institution from its own budget or from resources obtained from other sources for the Center), commitment to incorporate new personnel, number of grants and other contributions for the consolidation of the Center.

i. Associated Institutions: All those institutions that participate in the Center contributing with infrastructure, researchers, resources, financing, among others. These efforts must be formalized through commitment letters, which shall be attached to the project application.

j. Center Council: Decision-making body in charge of providing the center with advice on its generals and strategic guidelines, suggesting new lines of research or modification or elimination of others, evaluating the progress in research and other activities of the Center, within the project framework approved by CONICYT. The Council shall be comprised of the Director of the Center and four experts, national and/or international, within the field of the Center. The experts shall be suggested by the research group jointly with the sponsoring institution and the associated institutions, if any, and they must be approved by CONICYT. The regulations for the operation of this Council shall be defined in its first meeting and must be approved by mutual agreement of its members.

In case that the Center is organized as a legal entity, this Council shall be replaced by the Board of Directors of such entity.

II. GENERAL PURPOSE OF THE CENTERS OF ADVANCED RESEARCH ON EDUCATION

The Centers of Advanced Research on Education must conduct excellence research, train advanced human resources, generate innovation in education and support the development of public policies in education.

On the other hand, it is a goal of the Centers to transfer the generated knowledge, so as to contribute to the improvement of access, quality and/or equanimity of preschool, elementary, secondary and higher education in Chile. In this sense, it could be desirable to establish mechanisms of cooperation and/or agreements with institutions related with the Chilean educational work (financial supporters, municipalities, corporations, universities, Ministry of Education, among others).

Lastly, for the achievement of the above-stated goals, the Centers must establish cooperation agreements with international research institutions of excellence in advanced research on education.

III. REQUIREMENTS FOR APPLICATION

a. Basic Elements of the Project: The projects must include all the technical and financial data requested in the application form, to allow for the correct evaluation of the same. Additionally, the connection between the project and the work currently conducted by the group of researchers must be stated.

The project must contemplate at least the following elements:

- 1) Work plan including the following aspects:
 - a) The general objectives, specific objectives, research lines, goals, activities leading to their achievement, indicators, periods of time and expected impact of the Center of Advanced Research on Education, in the fields of training, research, innovation and transfer, for each one of the aspects stated in II.
 - b) The commitment of acceptance and publication of the Center's research results in texts and journals of the principal field and international quality.
 - c) A plan for the training of advanced-level professionals in the field of education and other related disciplines, at a master's, doctorate and/or post-doctorate degree.
 - d) The planning of activities having a tendency towards the effective interaction, on both a national and international basis, of researchers and visiting academicians in matters related with the research being conducted at the Center, in order to generate publishable outcomes of international quality that may be used in the national educational environment.
 - e) The disclosure of the activities of the Center to the relevant environment.
 - f) The performance of the effective transfer of knowledge, methodologies and/or good practices resulting from the activities and research conducted by the Center.
 - g) The liaison strategy with the public institutions in charge of the design of public policies in education, as well as with private institutions enabling the implementation of the same.
 - h) Plan of linkage and cooperation with international research institutions of excellence in advanced research on education.

- 2) Critical mass of at least five main researchers (in addition to the Director of the Center), identifying the lines and areas de research, as well as the functions of research and teaching to be performed by each member. Additionally, the résumé of these researchers and of the Director of the Center must be attached.
- 3) Founded estimate of the number of main researchers, associate researchers, research assistants, support and administrative personnel, etc. expected to work at the Center (after the first year of operation).
- 4) Founded estimate of the number of dissertators, master's and doctorate students, postdocs, and visiting researchers expected be at the Center on a permanent basis.

It is important to have the research groups enriched with the participation of young researchers or researches in the various stages of training. This element will be favorably considered in the evaluation of the projects.

- 5) Founded estimate of the infrastructure and equipment needs consistent with the activities of the Center.
- 6) Identification of the sponsoring institution as well as of those associated institutions, if any, detailing the commitments and responsibilities pertaining to each one of them.
- 7) Level of resources undertaken by the sponsoring institution and the associated institutions for the consolidation of the Center. These resources must be new personnel hired, operating expenses, improvement of infrastructure or any other incremental contribution of resources contributing to consolidate the Center, as per what is stated in **I.h** and **I.i**.

The sponsoring institution and the associated institutions must undertake an annual counterpart of at least the equivalent to 10% of the resources contributed by CONICYT. If this percentage is incremental during the course of the execution of the project, this fact shall be valued positively. Likewise, those monetary resources placed as a contribution to the project from international sources, private sources, etc., shall be valued positively. Those valuations included as a counterpart may not be accounted or charged against administrative expenses.

- 8) Financial budget for the three years of execution of the project, including the amounts allocated to each item to finance, as well as the undertaken financing sources. This budget must specify the resources obtained from other sources and their budgetary breakdown. The contributions may be monetary or not, and their appraisal may not exceed their respective market values. Documentation of those entities that make financial contributions to project must be provided, detailing the assets and resources undertaken for its execution. Those contributions requested from CONICYT must be justified as per the specific requirements of the project.

b. Legal Entity Status: The Center of Advanced Research on Education may obtain its legal entity status. If it does so, once it is conferred with that legal capacity, the project's resources are directly transferred to this new entity.

c. Impact of the Center: The project must include accurate indicators measuring the success of the Center which shall be measured by both the qualitative and quantitative contribution to the scientific production of the area, the training of postgraduate students, the effective transfer of knowledge and the support to the development of public policies, as well as by the cooperation and exchange of knowledge with other national and international researchers.

d. Degree of Associativity: In order to enrich the work carried out by the Center, it must address the educational issues it selects from a multidisciplinary perspective. This goal may be achieved by way of the availability of a base of researchers of various disciplines. In turn, it is highly desirable to establish agreements or co-operation mechanisms with other national and international institutions.

e. Publications and Patents: At the end of the third year, each main researcher must submit at least one manuscript accepted in journals included in the ISI data base or its equivalent depending on the nature of the discipline. The co-operative work among the researchers must be reflected, at least, through two joint publications, additional to the above-stated accepted manuscripts, and eventually by way of joint-mentoring of students, joint seminars or other activities in co-operation.

The terms and conditions governing the intellectual rights and copyrights over the outcomes and results achieved by the Center, shall be set out in the agreement referred to in **IV.b.**

IV. PROCEDURES AND CONDITIONS OF OPERATION OF THE CENTER

a. Duration: The projects shall be approved for a period of 3 years from the date of the total processing of the administrative act whereby the respective agreement is approved. Subsequently, each center shall have the possibility to renew its financing, for three-year periods, if CONICYT decides so based on an evaluation made by a panel of external experts at the end of the period, where results shown by the Center and the future projections for a following period shall be reviewed.

b. Agreement: Subsequently to the notice of award, an agreement must be entered into by CONICYT, the Director of the project, the sponsoring institution and the associate institutions.

The rights and obligations of the parties, the goals and short-, mid-, and long-term indicators of the Center shall be set forth in the agreement, differentiating among indicators de execution, implementation and process, as well as between results and impact. Also it shall contain all those clauses safeguarding the compliance with the purposes of the Center. The aforementioned indicators shall be agreed upon by the Center and an *ad hoc* commission appointed by CONICYT based on the evaluation performed and prior to signing the respective agreement.

The compliance with goals and indicators shall be used for the follow-up evaluations of the Center and for the final external evaluation to be performed in the third year.

The agreement shall provide, among others aspects, obligation for the Center or for the sponsoring institution to keep separate accounting, to keep the information and documentation enabling the verification of any aspect of the project and to open a current account to be solely used for the project, where the resources shall be deposited as per the annual schedule of activities. This account may be audited by CONICYT.

c. Permanence of the Researchers in Chile: The Director of the Center, the Manager and resident main and associate researchers must undertake to remain in the country for at least 9 months per year of execution. It shall be the Director of the Center's duty to make compatible the trips abroad of the members of the Center, so as to safeguard the compliance with goals and objectives. Notwithstanding the foregoing, absences for periods of time exceeding 90 days must be authorized by CONICYT. In case of default of this clause, CONICYT is empowered to terminate the subsidy and demand from the Center to totally and partially refund the allocated resources.

d. Subrogation of the Director of the Center: In case of temporary absence of the Director of the Center, he/she shall be subrogated by the Manager, if any, in those administrative and operating aspects of the Center and by one of the main researchers, previously accepted by CONICYT, in the technical-scientific aspects of the same. If there is no Manager, the main researcher accepted by CONICYT, shall assume all of the Director's functions.

Any changes in any of the main researchers of the project or of the Director must be previously approved by CONICYT. In those cases where it is not possible to find a substitute researcher who guarantees the continuity of the project under the originally proposed conditions, the project shall be terminated on an early basis.

e. Transfer of Resources: Prior to the delivery of the resources to start the activities of the Center, none of its researchers should have either pending debts or contractual obligations with CONICYT.

The resources are allocated in non-adjustable domestic currency and they shall be transferred in variable amount installments as per the annual schedule of activities submitted on an annual basis by the Center. The delivery of resources shall be subject to the approval by CONICYT of the annual technical-academic-financial report, to the respective expense statements and to the allocation of the necessary funds in the Law on Annual Budget of the public sector. However, for the case of the first withdrawal, it shall be considered as an advance payment, consequently the appropriate report shall not be required.

In case that it is decided to obtain the legal entity status, and once it has been duly organized, the transfer of the resources shall be made to the new legal entity, which shall supersede the sponsoring institution in each and all of the rights and obligations of an administrative and financial nature undertaken when entering into the respective agreement with CONICYT.

In case that the group(s) of researchers decide not to become organized as a legal entity, the resources shall be transferred to the sponsoring institution.

For the case of legal entities already organized at the time the contract is entered into, the resources shall be transferred to that entity, which shall act as the counterpart before CONICYT for all legal purposes related with this invitation to apply, and must meet each and all of the requirements for the sponsoring institution listed in **I.h**.

Every transfer of resources shall be effected after the lodging of a guarantee in favor of CONICYT and in an amount equivalent to the installment to be transferred, in order to guarantee the true compliance with the use of the resources the execution of which is contemplated for the respective period. This guaranty may be a bank bond or insurance policy for immediate execution. The guaranty shall be returned once CONICYT has approved the respective rendering of accounts.

If it is detected that the resources allocated to the Center are not used for the purposes they were requested for, CONICYT is empowered to suspend or terminate on an early basis the assignment of resources and, in such case, to demand either the total or partial refund of the resources transferred.

f. Evaluation and Follow-up: The projects must provide all the facilities for the supervision and follow-up, through visits and delivery of information to CONICYT. The Director of the Center must submit an annual technical-academic-financial report detailing the objectives reached and the activities performed seeking the achievement of these objectives, in connection with the Agreement set forth in **IV.b**. This report must include, among others, the results of the research in progress, of the training and postgraduate activities (and undergraduate activities if any), of the exchange activities with other researchers and/or similar centers either in the country or abroad, activities of transfer and dissemination and a financial summary of the expenses incurred into. This annual report shall be evaluated by national and international experts, who shall be appointed by CONICYT.

As a result of the follow-up and control reserves the right to suspend on a temporary basis the delivery of resources due to any partial default of the contractual obligations or unsatisfactory development of the project. Likewise, it may declare the early termination of the project in case that the causes for suspension previously remarked are not overcome by the Center within the time periods specified to that effect by CONICYT. In such an event, the unused balance of the subsidy must be refunded either totally or partially, and additionally CONICYT may request the total or partial restitution of the funds already delivered, depending on the cause for early termination of the project.

On the third year, and within 90 days from the completion of the execution of the project, a final technical-academic-financial report must be issued stating the main results obtained, the achievements and the use of the resources allocated.

The evaluation on the third year of period of execution of the Center's activities, shall be in the hands of a panel of external evaluators appointed by CONICYT. This evaluation must contemplate the final technical-academic-financial report, a review of the objectives achieved, as well as the projections for the next 3-year period, including the required resources, and other data deemed necessary. The information referring to the projections and required resources for a next period shall be submitted by the Center in the form of an independent plan taking as a base situation the status reached by the Center in the first period. If the panel of external evaluators considers that goals and objectives of the first

period have been achieved, CONICYT may approve the continuity of the Center's activity for another three years. The panel of external evaluators may make suggestions or modifications to the plan submitted by the Center, which shall be evaluated and approved by CONICYT. The Director shall have a period of 30 business days to submit a new plan that includes the suggested changes.

g. Reports and Budget Plans: Every 6 months the Center must submit a statement of expenses, as per what is provided in the expense reporting instructions attached to the Agreement. It is the Center's obligation to maintain updated the supporting documentation in connection with these statements for tax purposes and for eventual audits as may be made by CONICYT. The approval of expenses for the previous period shall be required prior to making the subsequent transfers of resources. Said reports must be approved by CONICYT.

At the beginning of each year of execution and from the second year on, the Center must submit a budget for the respective period which shall be reviewed by CONICYT by way of an ad-hoc commission. The budget must include information regarding the distribution of resources in the various items, both of the contributions of CONICYT and of the external contributions.

The reports shall be made using the forms which shall be handed to that effect to the Director of the Center or to the legal entity at the time of entering into the agreement referred to in **IV.b**.

h. Ethical Aspects: Those projects involving studies on human beings, must include a report of approval from the Ethics Committee of each one of the institutions involved in this aspect of the proposed research. Additionally, they must include a counterpart of the form of document of informed consent to be handed to the subjects of study. CONICYT reserves the right to directly obtain an independent ethical opinion in cases where CONICYT deems it appropriate.

i. Truthfulness: The Center, or the sponsoring institution, is responsible for the truthfulness of the information contained in the form of application and must be in condition to provide supporting information in case required by CONICYT, as well as all of the background information deemed necessary, during the application process and/or execution of the project.

j. Capital Assets/Equipment: The sponsoring institution must undertake to have all of the works and equipment financed with resources of the project, operated and maintained in accordance with generally accepted technical standards and to have adequate personnel and the necessary materials for their efficient operation.

The resources allocated for capital assets, shall be transferred to the sponsoring institution provided that the obligations of operation and maintenance are complied with, in a total, exact and timely fashion. The agreements to be entered into for the delivery of resources shall provide that, in case that the obligations on the part of the sponsoring institution are not complied with, the transfer shall be left without effect and the sponsoring institution must return to CONICYT those assets or refund their updated cost.

The Center must insure the assets acquired with the project's resources, as well as those which the sponsoring institution or associated institutions undertake as a contribution to the project.

k. Completion of the Projects: A project shall be declared as completed when its objectives and undertaken results have been complied with, the rendering of accounts has been approved, and the respective settlement has been subscribed all of the foregoing at CONICYT's satisfaction. It shall be understood that the capital assets become in the absolute domain of the sponsoring institution or of the Center in case it has obtained the legal entity status.

The foregoing notwithstanding the early termination of the financing of the Center if in CONICYT's opinion there are founded reasons to terminate same.

V. ITEMS THAT MAY BE FINANCED

The resources obtained through this tendering process may be allocated to all those activities that clearly contribute to the compliance with the objectives of the project, the correct use of the resources shall be assessed through periodical financial audits performed by an auditing company to be appointed by CONICYT.

The amount requested must strictly match the actual needs of the project and must be strictly justified, which shall be considered in the evaluation.

Each approved Project shall have a direct allowance, and the funds may be used to cover the following expenses:

- a. **Personnel:** Resources may be requested for the remuneration of the Director of the Center, Manager, main researchers and associate researchers, as well as fees for dissertators, postdocs and for the support personnel.

The remuneration for the various categories of researchers, the Director, Manager, main and associated researchers must be proportional to their hourly engagement and their respective responsibilities with the Center. This engagement must be compatible with that which was declared by the researchers and the support personnel in other current publicly funded (FONDECYT, FONDEF, Millennium Initiative). The hourly engagement in each case must be expressly defined in the letters of commitment of the Center's members.

In addition to the definitions stated above, the following definitions shall be borne in mind:

- o **Postgraduate students:** this denomination corresponds to students enrolled in either Chilean or foreign postgraduate programs (doctorate and master's), whom the Center must host as a contribution to the training of advanced human resources. These students must conduct such research leading to obtain their degree in the frame of the Center's lines of research. They may receive fees compatible with the degree of commitment involved, which must be duly justified before CONICYT. The financing for students shall be for a maximum of 2 years for master's and 3 years for doctorates. Upon the

completion of said number of years the Centers must inform CONICYT of the award of the respective diploma or degree attaching the appropriate documentation for each case. The performance of these students in their respective postgraduate programs must be duly reported by the Center in the annual technical reports.

The payment of fees shall not be applicable to those students who already have a publicly funded grant for following master's or doctorate studies, however, operating costs may be included for the research work performed by these students within the research lines of the Center.

- **Postdocs:** They shall be financed by way of specific item of subsidies to postdocs with a maximum annual amount of US\$ 28,850 (15,000,000 Chilean pesos) per person. CONICYT may accept a different amount in duly justified cases. The Center may finance postdocs for periods of up to 12 months. Said financing may be renewed for a second year depending on the researcher's performance. This performance must be reported by the Center in the annual technical reports. The researchers currently holding a regular project or a FONDECYT postdoc may not participate in the activities of the Center in the capacity as postdocs financed with these resources, unless they waive the fees of the FONDECYT postdoc project.
- **Research Assistants:** Considering the research tasks that must characterize the Center, the participation of research assistants, usually undergraduate students in their final training stage is considered important. For the case of dissertators and/or students in thesis stage (professional undergraduate and degree) their stay shall be limited to 12 months and the individual maximum annual financing may not exceed US\$ 4,616 (2,400,000 Chilean pesos).
- **Administrative Personnel:** The fees for administrative personnel (accounting, secretary, etc.) exclusively of the Center, shall only be allocated when the functions of such personnel are clearly defined and justified. The expense in administrative personnel financed by CONICYT may not exceed 3% of the total annual budget.

All fees are subject to pay taxes. It shall be the responsibility of each one of the participants receiving fees to issue the receipt/invoice, as well as to file their tax returns and pay the taxes as appropriate.

b. Travel and per diem expenses: Travel and transportation expenses directly related with the execution del program and the presentation of results of research in national or international congresses or seminars must be contemplated. Only travel in economy class shall be financed. For the case of per diem expenses, the referential amounts of the FONDECYT tendering process (Terms and conditions for the Regular FONDECYT Program - Application Instructions) must be applied. The Director, Manager (if any), the main researchers, associate researchers, postdocs and postgraduate students may travel and stay both nationally and internationally charged against the resources of the Center.

c. Operating Expenses: This includes fungible material, computing services, consulting services, videos, photography, studies and development of evaluations, bibliographic

material, personnel training, field trips, lease of vehicles, design of necessary materials and instruments for the conduct of the Center's research activities. The expenses associated to the organization of seminars, congresses, exhibitions, etc., and any contracting of services related with the dissemination and transfer of the project's results may be included in this account.

d. Capital Assets: Equipment and instruments required for the execution of the Center may be included in this item. The amounts contemplated must include transportation expenses, warehousing, import and installation of all the necessary accessories for its operation. For the case of donated equipment, it contemplates all the additional expenses as may be necessary to utilize them in the place of destination.

e. Infrastructure: It solely includes the costs to be incurred into for the materialization of minor infrastructure works such as the adaptation of physical spaces, facilities for the installation of new equipment, offices and laboratories, the preparation of drawings and scale models, installation of networks, construction of lightweight infrastructure and for the other specific purposes of the project, which must be explicitly justified. For that purpose up to 10% of the total resources allocated for the project may be used. No new constructions shall be financed.

f. Expenses Incurred Into for Obtaining the Legal Entity Status: The cost incurred into for obtaining the legal entity status, if appropriate, shall be charged against this item.

g. Publications and Subscriptions: Financing for publications generated by the Center and accepted for publication in main current journals (I.S.I) and other journals with an impact on the field of education may be included. Also, expenses corresponding to subscriptions to journals related with the research conducted in the Center may be included.

h. Policies, Bank Bonds or Other Bank Instruments: They correspond to the expenses to be incurred into by the Center to obtain insurance policies, bank bonds or other bank instruments in order to guarantee the proper use of the resources transferred from CONICYT.

i. Administrative Expenses and General Expenses of the Sponsoring Institution: It corresponds to the expenses charged by the institution hosting the Center for the concept of the utilization of infrastructure, utilities, administrative services (not including the costs incurred into for administrative personnel pertaining to the Center as referred to in **V.a**), valuation of space and equipment and other costs associated with the Center. They may not exceed **10% of the total annual funds assigned to the Center**. They must be broken down in the requested budget.

j. Unexpected Expenses: It includes unexpected expenses indispensable to conduct the research. Their amount must not exceed **3%** of the total assigned.

VI. APPLICATIONS

a. Any application must be submitted by the sponsoring institution and the researcher who shall act as the Director of the Center and must include five or more researchers with

residence in Chile, who shall exercise as Main researchers and whose participation is considered indispensable for the achievement of the project's objectives.

b. The applications must include the explicit undertaking of the sponsoring institution. The institution must define the nature, time and amount of the support to be assigned to the Center. Additionally, they must include the undertakings and agreements between the sponsoring institution and other associated institutions for the Center's proposed activities.

c. The Director of the Center, the Manager, and the main researchers may apply for only one project in this process.

d. The concurrent filing by one same group of researchers or the concurrent participation of individual researchers in two or more Center projects shall be sufficient cause for the elimination from the tendering process of all the applications involved.

e. All of the researchers who join the Center may continue to develop their projects financed by CONICYT programs within the Center, but subject to norms of compatibility of schedule, hours and the restrictions imposed by the other programs or funds. However, those projects may not receive resources from the financing of this tendering process.

f. Due to the fact that the Director and Manager of the Center must engage on a full time basis to manage and conduct the activities of the Center, the exercise of these functions is incompatible with the concurrent participation in the management and/or assistant-management of other research projects of sort of the FONDAP Centers, Research Teams (Anillos), Millennium Nuclei, Millennium Institutes, Regional Centers, Consortia or similar ones, and FONDEF projects or other similar projects financed by CORFO's InnovaChile. For the other members of the Center, the incompatibility shall depend on their hourly commitment. There is no incompatibility for the members of the Center to be able to participate in projects or programs which, reaffirming the research work to be conducted in the Center, enable to leverage resources to complement the activities of the Center.

g. None of the following categories whose projects extend their execution beyond the starting date of this project may apply for this tendering process:

- Directors or main researchers or researchers associated to some FONDAP Excellence Center.
- Directors of Research Teams in Science and Technology, Research Teams in Social Sciences or Antarctic Research Teams.
- Responsible Researchers of Millennium Scientific Institutes.
- Responsible Researchers of a Millennium Scientific Nucleus.

The application of researchers of the other categories of these projects shall depend on their hourly engagement with them and on the category in which they participate in this tendering process.

Likewise, the postgraduate students who beyond March 15, 2008 are holders of an exclusive engagement grant financed with public resources (for instance grants from CONICYT, MECESUP, etc.) in any of their modalities, are expressly excluded from

participating as main researchers or associate researchers in the execution of a project approved in this tendering process.

Those researchers who have pending academic reports, rendering of accounts or contractual obligations with CONICYT derived from previously financed projects are expressly excluded from participating as main researchers or associate researchers in the execution of a project approved in this tendering process.

VII. EVALUATION

a. The general process of evaluation and selection of the projects shall be performed by CONICYT with the advice of the Advisory Council for this tendering process, which shall be comprised of two representatives of CONICYT, two representatives of the Ministry of Education, and three outstanding national scientists/scholars appointed by CONICYT. This Committee shall determine the degree of appropriateness, feasibility and of formal compliance with the requirements set forth in these terms and conditions by the submitted projects, and shall appoint a national and/or international Panel of Experts for their evaluation.

b. Once the projects have been reviewed, those meeting the appropriateness and formality requirements shall be forwarded to the Panel of Experts for evaluation. The other projects shall be automatically rendered as non-compliant with the terms and conditions. This panel shall deliver to the Tendering Process Committee a supported proposal of prioritized selection of the projects, based on the criteria listed below.

c. Evaluation Criteria: The main criteria to be borne in mind for the evaluation of the projects are:

1. Scientific and academic competencies, experience in the development of public policies and disciplinary diversity of the proposed researchers for the Center. Scientific productivity, the impact caused by their publications and the number and destination of the students who have completed doctorates under their guidance (25%) are important elements to be considered.
2. Projected Impact of the Center. This includes: Definition and explicitness in the goals and objectives of the Center, considering the impact on public policies in education, impact on postgraduate training and on the production of knowledge, especially, those aiming at the solution of problems of the educational sector of the country (25%).
3. Quality, degree of innovation, relevance and pertinence of the research projects in Education (20%).
4. Capability of the Director of the Center, of the main researchers and of the Manager, if any, to manage co-operative research projects (10%).
5. Capability to interact with other national and international institutions for the application or effective utilization of the knowledge generated in the Center (10%).

6. Additional undertaken financing, whether from the sponsoring institution, associated institutions, private sector or other financing sources (for example, international cooperation) for the achievement of the Center's objectives (5%).
7. Institutional commitment to organize, maintain and provide mid- and long-term sustainability to the Center (5%).

VIII. AWARD OF THE TENDERING PROCESS.

Based on the recommendations given by the Panel of Experts, and reviewing the coherence of the financial plan with the objectives and activities of the Center, the Advisory Council of the tendering process shall propose to CONICYT the projects to be financed in this tendering process, including the possible indications regarding technical and/or financial aspects that should be modified prior to entering into the respective agreements.

CONICYT shall decide the awards through the respective resolution, and the names of the successful applicant projects shall be announced on its web site. The successful applicants shall receive a notice in writing stating the budget assigned to each approved Center.

The respective Agreement shall be signed once the indicators and short-mid- and long-term goals of the approved projects have been approved by consensus as per what is stated in **IV.b**.

If any Director of a successful project considers that the assigned budget affects the viability of the proposed project, he/she must state so in writing within **15** days from the date of communication of the results, providing all of the information to facilitate the evaluation of the situation. Upon the expiration of said period of time, the Advisory Council of the Tendering Process shall study the information and shall issue an award within 10 days, which shall be ratified by CONICYT, by way of a resolution, which shall complement the resolution of award. If in the applicant's opinion this decision renders the program unfeasible, he/she must waive the financing.

IX. CONICYT'S POWERS

CONICYT shall not be liable for any social security or labor-related debt of any person participating in the project, or for any taxes or state or municipal imposts.

CONICYT is empowered to demand the partial or total restitution of the resources assigned in case of default of the obligations undertaken by the main researchers and/or the sponsoring institution.

CONICYT may freely disseminate without any restrictions whatsoever, making reference to the author when appropriate, all of that non-confidential information regarding the project and its activities received through the progress reports. Also, it may use and disseminate in an anonymous manner any data related with the project for the purposes of maintaining and publishing statistical information about the projects in general.

CONICYT has the power to set the sense and extent of the terms and conditions of the tendering process, either on its own initiative or upon request of any of the parties. CONICYT's interpretation shall not be subject to any subsequent claims whatsoever.

X. PLACE TO SUBMIT THE PROJECTS.

a. The projects must be submitted by the date and time specified in the respective call notice at the Mail Office of CONICYT, located at Bernarda Morín No. 551, Providencia, under the label "*Primer Concurso Nacional para la Creación de Centros de Investigación Avanzada en Educación 2007*". In case that the project is sent from outside Santiago, it shall suffice if the postal dispatch date is not subsequent to the closing date specified in the notice.

b. The projects submitted in printed form must contain the following:

- Four original counterparts of the project, two in English and two in Spanish, with the respective signatures of the sponsoring institution, the Director of the Center and the associated institutions and third parties in case there are financial contributions to the project from them. Each one of the documents requested in the submittal form, letters of commitment, etc., must be attached to the original in Spanish.
- CD-ROM containing two files, one for each printed version submitted. The printed versions and those in digital means must be identical.

c. The projects submitted through the online platform must be sent by the day and time specified in the respective call notice and the certificate obtained must be presented at CONICYT within 5 business days from that date.

d. The official documents of the tendering process are these terms and conditions and the form of submittal which may be found online at www.conicyt.cl/educacion. Said documents are available from the first business day following the publication of the call for this tendering process.

e. Any questions may be sent to Bernarda Morín 551, Providencia, Santiago; Fax (02) 435 4353 or to the e-mail box: educacion@conicyt.cl.

The projects that do not meet each and all of the requirements contained in these terms and conditions shall be rendered as non-compliant.

THE ATTACHED APPLICATION FORMS ARE AN INTEGRAL PART OF THESE TERMS AND CONDITIONS.