

**AGREEMENT BETWEEN
THE COMMISSION FOR EDUCATION INTERCHANGE
BETWEEN CHILE AND THE UNITED STATES OF AMERICA
AND
THE NATIONAL COMMISSION OF SCIENTIFIC RESEARCH
AND TECHNOLOGY
FOR THE SUPPORT OF CHILEAN STUDENTS AT THE
DOCTORATE LEVEL IN THE UNITED STATES**

In Santiago de Chile, the 4th of November of 2002 between the Commission for the Education Exchange between Chile and the United States—hereafter the Fulbright Commission, on the one hand, represented by the President of the Board of Directors of the Fulbright Commission, Claudio Orrego Larrain, both residing at Isidora Goyenechea 2939, office 305, Las Condes, Santiago, and on the other hand, the National Commission of Scientific Research and Technology—hereafter CONICYT, represented by its President, Mr. Eric Goles Chacc, both residing at Canada 308, Providencia, agree to abide by the following agreement:

CONSIDERING:

1. The agreement at which the Fulbright Commission and CONICYT have arrived at, in so much as it establishes a Scholarship Program at the Doctorate level for fields not imparted in Chile of young highly qualified researchers in areas of science and technology, -- with the exception of medicine—young people who will be educated at university centers of excellence in the United States, and
2. That the program will be directed towards young talented persons who have stood out in their areas of expertise and have shown outstanding academic achievements.

TAKING INTO ACCOUNT THE FOLLOWING:

That the Program will offer up to 5 annual scholarships to highly qualified Chilean students for a maximum period of 4 years at United States universities, with the goal of obtaining a doctoral degree in the areas of science or technology.

THE PARTIES AGREE TO:

FIRST CLAUSE: CONTRIBUTIONS MADE BY THE PARTIES

The institutions represented in this Agreement shall be obliged to:

THE FULBRIGHT COMMISSION

- Provide a complementary allowance of up to US\$600 monthly
- Provide for a one-way plane ticket to the United States up to a maximum of US\$1,200
- Assure that the Institute of International Education (IIE) will administer the program in the United States
- Provide a Pre-Academic Orientation Program
- Health Insurance covering accidents and sickness provided by the Bureau of Educational & Cultural Affairs (ECA), United States Department of State.
- Provide additional Health insurance (only if mandatory required by some US universities up to a maximum of US\$900).
- Arrival expenses (US\$350 one time payment)
- Books (US\$300 one time payment)

CONICYT

- Provide a complementary allowance of US\$900 a month for up to 4 years. The candidate will receive a scholarship for one year, renewable each year thereafter, for three years not exceeding four years.
- Provide a return plane ticket from the United States up to a maximum of US\$1,200
- Pay non-waivable fees and/or taxes not covered by the University where the student was admitted under the scholarship (a maximum of US\$5,000).

The candidate must demonstrate that he/she does not have any other scholarship duplicating the benefits outlined above.

The Fulbright Commission commits itself to exercising the role of counterpart with equivalent benefits to that of CONICYT, only if the following conditions are met:

- That the candidate applies to one of the universities of the United States in accordance with his/her program of studies and qualifications. The Fulbright Commission, through IIE, will offer the selected candidate programs at prestigious universities where a doctorate degree can be achieved.
- That the candidate meet the standards of academic excellence to be admitted and to obtain financial aid at one of the universities offered by IIE.

The Fulbright Commission together with the cooperating agency (Institute of International Education, IIE) shall do all it can to obtain financial aid (total or partial exemption from registration fees and/or complementary scholarships) for the candidates at US universities that have agreements with the cooperating agency, taking into account the priorities established by the candidate. If the cooperating agency does not obtain the financial aid at the university of the candidate's choice and he/she decides to study there anyway, neither the Fulbright Commission nor CONICYT shall assume responsibility for the additional cost that the grantee incurs.

Duration: Up to a maximum of 4 years, depending on the applicant's grade level when entering the Doctorate Program. The grant covers a period of one year, renewable annually up to a maximum of 3 additional years. Renewability is dependent upon making satisfactory progress in the authorized study program, maintaining full time study and reporting these to the Fulbright Commission and Conicyt.

SECOND CLAUSE: SELECTION PROCESS

An annual public call for applicants will be directed at the students of autonomous Chilean universities or those that have been recognized by the pertinent state institutions. A Pre-Selection Committee shall be formed made up of experts in the area, as well as CONICYT and Fulbright alumni. The final decision shall be made by an ad hoc Selection Committee made up of members of the Board of Directors of the Fulbright Commission and CONICYT representatives.

THIRD CLAUSE: ADMINISTRATION

The Program in Chile will be administered by Fulbright, retaining the right to assign the scholarships commonly agreed upon by both parties. The placement and academic monitoring in the United States will be realized by IIE. CONICYT contributions will be delivered to the Fulbright Commission on a trimester basis.

FOURTH CLAUSE: PUBLICIZING

The publicizing of the Program will mainly be realized by CONICYT.

FIFTH CLAUSE: ENTRANCE INTO FORCE

The present agreement will enter into force as of the date of its signing and will have an indefinite duration, being able to be terminated by either of the parties upon communicating this in writing to its counterpart with at least three months advance notice prior to the date indicated as the date of expiration. In the event of such termination, any grants already in effect will be funded until their normal completion.

SIXTH CLAUSE: THE RESOLUTION OF DISAGREEMENTS

In the event that disagreements arise over the sense, scope, application or force of the agreement, the following resolution procedures will be applied in the order indicated:

1st Arriving at a common agreement;

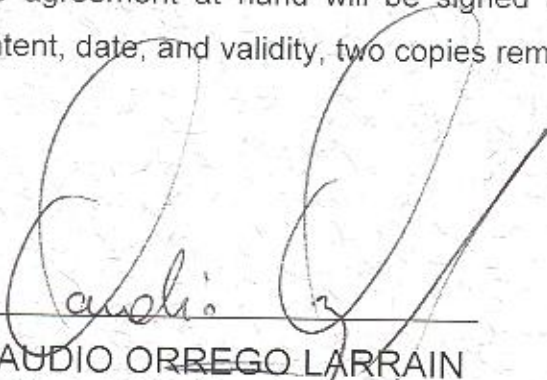
2nd If common agreement cannot be reached, disagreements will be resolved by a Tripartite Commission formed by a representative of the Fulbright Commission, one from CONICYT, and a third by a designee agreed upon by both parties. The decision reached by this third party is simply a recommendation to the parties; and

3rd If the first two steps do not achieve resolution of the disagreement, steps will be taken to involve the competent judicial norms that govern the dispute.

SEVENTH CLAUSE: The parties declare that each has being invested with the respective legal representation of their institutions and that they have sufficient legal right to undertake the signing of the agreement at hand, elevating this declaration to the level essential to effect a voluntary agreement.

EIGHT CLAUSE: COPIES

The agreement at hand will be signed and granted in four original copies, of equal content, date, and validity, two copies remaining with each party.



CLAUDIO ORREGO LARRAIN
President of The Board
Fulbright Commission Chile



ERIC GOLES CHACC
President
CONICYT



M. DENISE SAINT-JEAN MATZEN
Executive Director and Legal Representative
Fulbright Commission Chile