



AGREEMENT FOR HUMAN CAPITAL DEVELOPMENT BETWEEN THE MASSACHUSETTS INSTITUTE OF TECHNOLOGY AND THE NATIONAL COMMISSION OF SCIENTIFIC AND TECHNOLOGICAL RESEARCH-CONICYT

In *Santiago, Chile* on *December 1*, 2011 on behalf of the National Commission of Scientific and Technological Research of the Republic of Chile ("CONICYT"), represented by its President, Dr. José Miguel Aguilera, domiciled at Canada 308, Providencia, Chile; and as the other party, The **Massachusetts Institute of Technology** ("MIT") represented for this purpose by its Executive Vice President and Treasurer, Mr. Israel Ruiz, employed at MIT, Massachusetts, United States of America, will state the following:

CONSIDERING that the Government of the Republic of Chile, through Presidential Instruction No. 10, dated 03 September 2008, established the Committee of Ministers of the Bicentennial System for the Training of Advanced Human Capital Abroad, 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 evaluate and 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 MIT have common interests in the training of highly qualified human capital in both countries, through collaborative initiatives:

AGREE to establish the "THE CONICYT - MIT ADVANCED HUMAN CAPITAL DEVELOPMENT PROGRAM" (the "Program").

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.



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- 1.2 CONICYT would like to increase access and to promote equal opportunities for Chilean students who wish to pursue advanced graduate studies in universities of excellence around the world, including MIT.
- 1.3 The main purpose of this Agreement for Human Capital Development between the Massachusetts Institute of Technology and the National Commission of Scientific and Technological Research – CONICYT (the “Agreement”) is to provide a framework for CONICYT’s scholarship program for Chilean students who have been admitted to PhD programs at MIT. It is understood that such Chilean students and scholars may choose to pursue other funding programs for attendance at MIT, as admission to MIT is separate from CONICYT’s granting of scholarships.

ARTICLE II

FELLOWSHIP PROGRAM

- 2.1 Graduate Fellowship Program. The Program is designed for granting fellowships to outstanding citizens of Chile, who wish to pursue PhD studies at MIT. CONICYT commits to grant annual fellowships to PhD students with maximum financing of up to four years from the beginning of the program of study in accordance to the rules described in Decree No. 664/2008 and its modifications from the Ministry of Education.
- 2.2 As further described in the Operating Procedures for the Human Capital Development Program between the National Commission for Scientific and Technological Research – CONICYT, and the Massachusetts Institute of Technology, attached hereto as Exhibit A (the “Operating Procedures”), MIT will use its reasonable best efforts to make arrangements for supplementary financial support, following year #2 of the Program, with respect to those individuals awarded fellowships hereunder. Notwithstanding the above, MIT shall not be obligated to arrange financial support with respect to any student who does not remain in good academic standing per MIT policy, as set forth at <http://web.mit.edu/odge/gpp/registration/performance.html>.
- 2.3 CONICYT will commit to award up to 15 new fellowships annually to Chilean citizens admitted to MIT eligible graduate programs detailed in the Operating Procedures, and who comply with the eligibility of the Becas Chile System for Doctoral Scholarships. The selection criteria shall be non-discriminatory and merit-based. Performance under the Agreement by CONICYT is subject to the availability of the annual budget of the National Commission of Scientific and Technological Research and the Chilean regulations referring to the award of international scholarships. In addition, performance under the Agreement by CONICYT and MIT is subject to funding and disbursement of these fellowships by both parties. If funding or disbursement of these fellowships in accordance with this Agreement and the Operating Procedures is not possible by either party, this Agreement shall be deemed terminated without any continuing obligation of



either party except as to students who have previously received fellowship commitments hereunder.

- 2.4 CONICYT and MIT will review the number of admitted Chilean students after the second year of this Agreement and adjust the number of CONICYT committed scholarships if deemed appropriate by the parties.
- 2.5 CONICYT and MIT will review the scope of the agreement within one year following its signing to evaluate the inclusion within this agreement of additional postgraduate study opportunities and their distinct financial terms.

ARTICLE III

MIT's APPLICATION AND SELECTION PROCESS

- 3.1 To be accepted for admission to MIT, Program candidates will need to apply through the regular MIT graduate program admissions process. MIT retains complete control of its admission and selection process.

ARTICLE IV

ADMINISTRATION, IMPLEMENTATION AND PROCEDURES OF THE PROGRAM

- 4.1 The parties agree to implement the Program in accordance with the attached Operating Procedures as ADDENDUM N° 1, the same that shall be reviewed annually.
- 4.2 This Program will be administered by CONICYT.
- 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 in Chile or at MIT as determined by the parties.
- 4.5 The Coordinating Committee can suggest or propose modifications to the Program as it deems appropriate. Neither institution will be obliged to adopt said proposals.



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ARTICLE V USE OF 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 school, 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 shall apply to the four MIT academic years ending June 30th of 2013-2016, and will take effect from the time it is signed and all necessary administrative proceedings for each party have been completed. For CONICYT, the Agreement and its addenda will be effective after the resolutions that ratify it are complete.

The Agreement will be renewed automatically for successive periods of three academic years, subject to the provisions of clause 6.3 and other termination provisions of this agreement.

- 6.2 If the parties deem it necessary, 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 on completion of the appropriate administrative formalities.
- 6.3 Any of the parties may express in a written notice at any time, at least 60 days in advance, its intention to terminate the present Agreement. This will not affect the proper provision of the grants to the recipients that have been awarded or applied for as stipulated in Article II prior to said notice, which will be granted and continued until the end of the student programs as stipulated by the terms of this Agreement.
- 6.4 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.
- 6.5 This Agreement has been simultaneously executed in Spanish and English (each in triplicate), in equally valid versions.



ARTICLE VII LEGAL ENTITIES OF THE SIGNATORIES

- 7.1 Israel Ruiz is authorized to represent MIT by virtue of his appointment as Executive Vice President and Treasurer.
- 7.2 Dr. Jose Miguel Aguilera is authorized to represent CONICYT, the National Commission for Scientific and Technological Research, through Supreme Decree Number 222/2010, issued by the Ministry of Education of Chile.

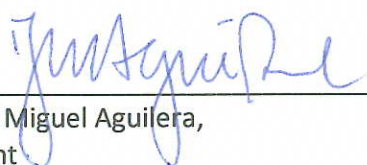
FINAL ARTICLE CONDITIONS REGARDING THE SELECTION PROCESS

Even though the current Supreme Decree No 664/08 of the Ministry of Education of Chile, does not permit the selection of scholarship recipients and awarding of scholarships as stated in this Agreement, CONICYT will work with the Ministry of Education of Chile in order to modify the Supreme Decree No. 664/08 to permit the full implementation of this Agreement.

If it is determined that the Supreme Decree No. 664/08 (and its modifications) of the Ministry of Education of Chile will not permit the selection of scholarship recipients and awarding of scholarships as stated in this Agreement, this Agreement shall be deemed terminated without any continuing obligation of either party except as to students who have previously received scholarship commitments hereunder.


Signed in _____, on _____, 2011.

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




Dr. Jose Miguel Aguilera,
President

On behalf of the Massachusetts
Institute of Technology:



Israel Ruiz,
Executive Vice President and Treasurer



Dr. Arnoldo Hax