



Comision Nacional de Investigacion Cientifica y Tecnologica - CONICYT



AGREEMENT FOR HUMAN CAPITAL DEVELOPMENT BETWEEN HARVARD UNIVERSITY AND THE NATIONAL COMMISSION OF SCIENTIFIC AND TECHNOLOGICAL RESEARCH-CONICYT

In Cambridge on September 23rd, 2011, on behalf of the National Commission Of Scientific And Technological Research of the Republic of Chile (CONICYT), represented by its President, Mr. José Miguel Aguilera, domiciled at Canada 308, Providencia, Chile; and as the other Party, The President and Fellows of Harvard College (hereinafter “Harvard University,”) represented for this purpose by the Vice Provost for International Affairs, Mr. Jorge I. Dominguez, employed at 1350 Massachusetts Avenue, Cambridge, 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 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 Harvard University have common interests in the training of highly qualified human capital in both countries, through collaborative initiatives:

AGREE to establish the “THE CONICYT - HARVARD ADVANCED HUMAN CAPITAL DEVELOPMENT PROGRAM”.

ARTICLE I PURPOSE

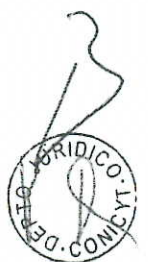
- 1.1 CONICYT is investing heavily in human capital formation to improve the range and quality of education, scientific and technological research and innovation in areas related to socio-economic development and global competitiveness.



- 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 Harvard University.
- 1.3 The main purpose of this Agreement is to provide a framework for CONICYT's scholarship program for Chilean students who have been admitted to PhD programs at Harvard University. It is understood that such Chilean students and scholars may choose to pursue other funding programs for attendance at Harvard, as admission to Harvard is separate from the granting of scholarships

ARTICLE II SCHOLARSHIP PROGRAM

- 2.1 Graduate Scholarship Program. This Program is designed for granting scholarships to outstanding graduates from higher education, scholars and professionals of Chile, who wish to pursue PhD studies at Harvard University. CONICYT commits to grant annual scholarships 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 Harvard University will provide supplemental funding for the Program in accordance with the provisions of the Operating Procedures for the CONICYT-HARVARD Advanced Human Capital Development Program.
- 2.3 CONICYT will commit to award up to 15 new scholarships annually to Chilean candidates admitted to Harvard University in the eligible programs detailed in the Operating Procedures for the CONICYT-HARVARD Advanced Human Capital Development Program and who comply with the selection criteria of the Becas Chile System for Doctoral Scholarships. The selection criteria shall be non-discriminatory and merit-based. The performance of the present 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. Performance of the present agreement by CONICYT and Harvard University is subject to funding and disbursement of these scholarships by both parties. If funding or disbursement of these scholarships 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 scholarship commitments hereunder.
- 2.4 CONICYT and Harvard will review the number of admitted Chilean students after the second year of this agreement and adjust the number of committed scholarships if deemed appropriate by the parties.



- 2.5 CONICYT and Harvard 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
APPLICATION AND SELECTION PROCESS TO SCHOLARSHIPS AND TO HARVARD UNIVERSITY

- 3.1 To be accepted at Harvard University, candidates will need to apply through the regular admissions process at the appropriate department or school within the University. Harvard University 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 and for Harvard University through the Committee on General Scholarships.
- 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 Harvard University as determined by the parties.
- 4.5 The Coordinating Committee can propose changes or decisions it deems pertinent. Neither institution will be obliged to adopt said proposals.



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 Harvard academic years ending in 2013-2016, and will take effect from the time it is signed and all administrative proceedings from each party have been carried out. For CONICYT, the present document and its addenda will be effective after the resolutions that ratify it are complete.

The present agreement will be renewed automatically for successive periods of four 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.
- 6.6 The Parties set the domicile of the agreement in Santiago and submit to the competence of its courts of law.



**ARTICLE VII
LEGAL ENTITIES OF THE SIGNATORIES**

- 7.1 Dr. Jorge Dominguez is authorized to represent Harvard University by virtue of his appointment as Vice Provost for International Affairs by the President of the University and by the vote of the President and Fellows of Harvard College on July 21, 2009.
- 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 Cambridge on September 23rd, 2011

On behalf of Harvard University:

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

