



**AGREEMENT FOR THE ADVANCED HUMAN CAPITAL PROGRAM  
BETWEEN  
THE NATIONAL COMMISSION FOR SCIENTIFIC AND TECHNOLOGICAL  
RESEARCH OF CHILE  
AND  
THE UNIVERSITY OF TEXAS AT DALLAS**

The National Commission for Scientific and Technological Research of the Republic of Chile ("**CONICYT**"), represented by its Executive Director, Mr. Christian Nicolai, and The University of Texas at Dallas ("**UT Dallas**"), represented for this purpose by its President, Dr. Richard Benson, hereinafter the "Parties", agreed on the following:

**CONSIDERING** the Supreme Decree No 664/2008 and its amendments from the Ministry of Education, established rules on BECAS CHILE System, by which CONICYT is one of the implementing agencies responsible for the administration of the scholarships;

**RECOGNIZING** that CONICYT, the administrator of the BECAS CHILE Program, and UT Dallas have common interests in training highly qualified human capital through collaborative initiatives;

The Parties agree to establish the "CONICYT – The University of Texas at Dallas Advanced Human Capital Scholarship Program" (the "**Scholarship Program**") on the terms set out below.

**ARTICLE I. PURPOSE**

- 1.1 One of CONICYT's objectives is to encourage formations of advanced human capital.
- 1.2 CONICYT would like to contribute and promote that Chilean students pursue their advanced graduate studies in universities of excellence around the world, including UT Dallas.

- 1.3 The main purpose of this Agreement is to provide a framework for the Scholarship Program between CONICYT and UT Dallas. The parties undertake that during the currency of this Agreement they shall use reasonable endeavours to make awards available to each CONICYT students who have been admitted to graduate programs at UT Dallas and, who have been selected by CONICYT in application calls for scholarships for graduate studies BECAS CHILE, regulated by Supreme Decree N°664/2008 and its modifications of the Ministry of Education of Chile, in accordance with Article III.

## **ARTICLE II. THE SCHOLARSHIPS PROGRAM**

- 2.1 All obligations contracted conducted under the Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party. In the case of UT Dallas, these are the rules and guidelines of the *Texas Higher Education Coordinating Board and the Southern Association of Colleges and Schools Commission on Colleges* as well as the laws and regulations of the State of Texas and the United States of America. In the case of CONICYT, this is the Supreme Decree N°664/2008, and its modifications, of the Ministry of Education of Chile, that regulates the execution of the Postgraduate Bicentennial Scholarships program.
- 2.2 The Scholarships Program is designed for granting scholarships to candidates, who wish to start pursuing or continue studies at UT Dallas with any scholarship that CONICYT administrates, based on Supreme Decree N°664/2008 and its modifications of the Ministry of Education of Chile. The agreement will apply to those students selected by CONICYT in application calls for all scholarships BECAS CHILE, regulated in Supreme Decree N°664/2008 and its modifications of the Ministry of Education of Chile that CONICYT administrates, who have met the UT Dallas admission requirements and been admitted to a graduate program offered by UT Dallas. The selection criteria shall be non-discriminatory and merit-based.
- 2.3 In accordance with the capacities, criteria, amounts, periods, types of the scholarships, and provisions established in the Supreme Decree N°664/2008 of the Ministry of Education of Chile and its modifications, CONICYT will be responsible of the following benefits:
- (a) A monthly allowance renewable annually for up to four (4) years of study counted from the scholarship recipient's entry into the Doctoral program;
  - (b) A monthly allowance renewable annually for a maximum of two (2) years of study counted from the Scholarship recipient's entry into the Master's program;

- (c) Tuition fees charged by UT Dallas for up to four (4) years of a Doctoral program, once discounts offered by the University mentioned in point 2.4 are applied;
- (d) Tuition fees charged by the University for up to two (2) years of a Master program;
- (e) Associated language course benefits, if appropriate; and,
- (f) Other benefits based on Decree N°664/2008 of the Ministry of Education of the Republic of Chile and its modifications.

2.4 UT Dallas shall be responsible as follows:

- (a) Receive applications for entry to its graduate programs from Chilean candidates and evaluate them in alignment with the University's relevant admission criteria and other entrance requirements;
- (b) Provide complete sponsorship for CONICYT doctoral students' tuition and fees through Research Assistantships for the third (3) and fourth (4) years of the doctoral program. If necessary, a fifth year will be sponsored by UT Dallas. UT Dallas will not be responsible for the immigration and health insurance fees.
- (c) Match the CONICYT's living expenses sponsorship for the third and fourth years with a monthly stipend of \$1,000.00 (U.S. dollars) for those CONICYT doctoral students who will perform as Research Assistants during the third and fourth years of the doctoral program. If needed, a fifth year will be sponsored by UT Dallas with full support according to the payroll of the program that the student is pursuing.

2.5 Neither UT Dallas nor CONICYT shall be obligated to continue financial support to any student who does not maintain satisfactory progress during each year of their study program.

2.6 The number of Scholarships offered by CONICYT, for any application call and in any given year, shall be determined by the availability of its annual budget and/or the Chilean regulations referring to the award of international scholarships.

2.7 Once a scholarship is confirmed for a particular student, the funding for that student by both Parties shall be made available for a maximum of four (4) years, counted from the recipient's entry to the PhD and other Doctoral courses, and a maximum of two (2) years, counted from the recipient's entry to a Master program. If necessary, UT Dallas ensures funds for the fifth (5) year of the Ph.D. program. The Parties acknowledge that if a student takes more than the time specified under this clause to complete his/her study



program, then the student will be responsible for covering the tuition fees, living expenses and other costs incurred during this additional period.

### **ARTICLE III. APPLICATION AND SELECTION PROCESS**

- 3.1 In order to be eligible for a scholarship under the Scholarship Program, candidates must first apply a UT Dallas graduate research program through the usual application and selection procedures. UT Dallas retains complete and sole control of its admission and selection process.
- 3.2 UT Dallas will evaluate the candidates and will provide each qualified and selected candidate with a copy of an offer for admission.
- 3.3 Following receipt of the admission by UT Dallas, the applicant can formally apply to CONICYT for a scholarship, through procedures and deadlines established by CONICYT, in accordance with provisions of the Supreme Decree N°664/2008 of the Ministry of Education of Chile and its modifications.
- 3.4 Each year, CONICYT will provide to UT Dallas with a final list of selected candidates who are eligible to receive funding; and, each year, UT Dallas will provide to CONICYT a list of students finally enrolled at the University under this Agreement.
- 3.5 All students will be subject to the rules and regulations of UT Dallas and the corresponding graduate programs, including guidelines regarding immigration, health insurance, intellectual property, patents, among others. UT Dallas reserves the right to terminate the enrolment of any student funded by the Scholarships Program for failure to comply with the UT Dallas rules and regulations, following the normal procedures for making such a decision. If so, UT Dallas will promptly notify CONICYT where any student in receipt of a scholarship is ceased as UT Dallas student, subject to compliance with applicable privacy, confidentiality and/or data protection laws.

### **ARTICLE IV. ADMINISTRATION AND PROCEDURES OF THE PROGRAM**

- 4.1 The Parties agree to implement the Scholarship Program in accordance with this Agreement.
- 4.2 This Scholarship Program will be administered by CONICYT and UT Dallas subject to the terms and conditions of this Agreement. The coordinators of activities to advance and implement the Agreement will be:

CONICYT: International Cooperation Program

The University: International Partnership Development Director, International Center.

- 4.3 CONICYT and UT Dallas will review the scope of this Agreement within (5) five years following its signing to evaluate the success of the Scholarships Program and to consider whether any changes should be made implemented.
- 4.4 The Parties agree to comply with all national, state, and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which each Institution is subject.

#### **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 Scholarships 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 Scholarships Program, without the prior written approval of the other Party.

#### **ARTICLE VI. DURATION, AMENDMENT, RENEWAL AND TERMINATION**


- 6.1 This Agreement will take effect when it has been duly signed and all administrative internal procedures have been carried out and approved by authorities of each corresponding country. 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 and once all administrative internal procedures have been carried out and approved by authorities of each corresponding country.
- 6.3 This Agreement shall be valid for five (5) years from the date of its effect. In alignment with clause 4.3, the parties will determine the renewal of the Agreement for another five (5) years in writing. Termination will not affect the provision of the scholarships prior to termination of this Agreement.
- 6.4 Either of the Parties may give 60 days' written notice at any time to terminate the Agreement. Termination will not affect allocated scholarships to the recipients prior to such notice, continuing the scholarship(s) until the end of the student programs as stipulated by the terms of this Agreement.
- 6.5 This Agreement states the entire compromise of the Parties concerning its terms. All warranties that are not expressly stated in this Agreement do not represent obligation of the parties.
- 6.6 This Agreement has been executed in English (in duplicate) and Spanish language (in triplicate), all texts being equally valid.

- 6.7 If there is any dispute with regard to this Agreement, both Parties agree, wherever possible, to find a mutually acceptable solution.
- 6.8 Each Party will respect and comply with the obligations of the other Party with respect to protecting the privacy of personal information, provided that the Parties notify each other of such obligations.

**ARTICLE VII. LEGAL ENTITIES OF THE SIGNATORIES**

- 7.1 Dr. Richard Benson is authorized to represent UT Dallas by virtue of his position as President of The University of Texas at Dallas.
- 7.2 Mr. Christian Nicolai is authorized to represent CONICYT, the National Commission for Scientific and Technological Research, through Supreme Decrees N°491/1971 and N°97/2015, both issued by the Ministry of Education of Chile.

Signed

  
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**Dr. Richard Benson**  
**President**

On behalf of The University of  
Texas at Dallas

Place: Richardson, Texas  
Date: 10/25/2018

  
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**Mr. Christian Nicolai**  
**Executive Director**

On behalf of the National Commission  
for Scientific and Technological  
Research

Place: Santiago  
Date: 11/05/2018