

ANNEX 2

SCHOLARSHIP ACCEPTANCE AGREEMENT BETWEEN THE CHILEAN INTERNATIONAL COOPERATION AGENCY AND MR./MS. _____

Between the **CHILEAN INTERNATIONAL COOPERATION AGENCY**, a state-owned legal entity established by Article 18.989, Tax Identification No. 60.108.000-1, herewith referred to as "AGCI" or "**the Agency**", represented by the Head of the Department for Training and Scholarships, Mr. Pablo Garcia Aguirre, both residing at Teatinos 180, Floor #8, Santiago, and Mr./Ms. _____, herewith referred to as "**the fellow**" with _____ nationality, Passport No. _____, and having a profession as _____, whose address in his/her country of origin is _____, have agreed to the following:

FIRST: IDENTIFICATION OF THE PARTIES.

The fellow has been selected by AGCI for a scholarship within the purview of technical cooperation activities administered by the Agency in developing countries. The characteristics and objectives of said scholarship are set forth in the document, "**Chilean International Cooperation Agency. Horizontal Cooperation Scholarships Program. Nelson Mandela Program. 2018 Call for Applications**", which is included as an annex to the present agreement, and for these purposes, is part of the present agreement.

SECOND: SCHOLARSHIP ACCEPTANCE.

In the present agreement, the fellow who has been accepted by the _____ to undertake study in the **Master** _____, beginning the _____ of **2018** and lasting until _____, accepts the scholarship aforementioned in the previous clause and, as beneficiary, pledges full compliance with its terms therein.

THIRD: AGCI'S OBLIGATIONS.

The Chilean International Cooperation Agency is responsible for the Horizontal Cooperation Scholarships Program which operates on an annual basis. For the purposes of the 2018 Call for Proposals of the aforementioned program, AGCI assumes the following obligations as benefits awarded to the fellow:

- I. Pay the cost of airline tickets, from the city of _____ to _____, Chile, to begin studies, and return from _____ to the city of _____ after completing studies.
- II. Pay the pre-enrollment deposit, make monthly tuition payments, and assume all costs charged by the respective institution of higher education for degree conferral. These benefits cover the duration of the postgraduate program, which is limited to four academic semesters, or six academic trimesters, depending on the scheduling utilized by that institution. In any event, the Agency will assume only the costs associated with the fellow's academic curriculum in the sponsored program of study.
- III. Pay the fellow a monthly allowance amount of five hundred thousand Chilean pesos (\$500,000). This allowance will be paid throughout the duration of the program or academic year for which the fellow applied, and in any event is subject to a limit of twenty-four (24) months. This payment schedule is effective starting the month that the fellow begins the studies for which the scholarship was awarded.

Taking into account that each program of study includes a break, AGCI will pay the fellowship 100% of the monthly allowance during the month of December, January, or February, if the fellow remains in Chile for more than half of the month. If this condition is not met, and provided that it does not imply breach of the fellow's obligations as set forth in the fourth clause, AGCI will pay only 50% of the usual allowance.

- IV. Provide the fellow with life, health, and accident insurance, in case of accidents that occur on Chilean territory during the period when the scholarship is in force. Additionally, due to an agreement with the Provisional System of Public Health (FONASA), the fellow will have the right to receive medical attention through the Chilean Public Health System, as long as he/she possesses a national ID card issued by Chile's Civil Registry Service.
- V. Provide the fellow with a one-time lump sum to buy texts and study materials during the first academic term of the program in which he/she is enrolled. The amount of the lump sum to be granted will be ninety thousand Chilean pesos (\$90,000).
- VI. Provide the fellow with an allowance equivalent to half his/her monthly allowance to recoup expenses associated with the thesis or the university's equivalent requirement. This allowance will be paid once, provided that the fellow maintains a minimum average of 5.5 or the university's equivalent. Before the nineteenth month of study during which AGCI is paying the monthly allowance referred to in numeral II of this clause, the fellow must turn in:
 - a. His/her thesis (or equivalent requirement) work timetable, signed by the fellow and his/her academic advisor.
 - b. Approval of the thesis project or equivalent requirement (certified).
 - c. A record of his/her academic performance (certified grade transcripts that include the grade point average).
- VII. If the candidate requires it in order to complete his/her studies, AGCI will pay for the fellow to enroll in a Spanish immersion course for (1) semester, which can be completed before or at the same time as the Master's program.

All aforementioned benefits are to be used exclusively by the fellow.

AGCI will not assume any other financial obligation nor compensate any costs incurred by the fellow which are not explicitly stated in the present document. The fellow will be responsible for all other costs associated with the visa, applications to Chilean institutions of higher education, shipping charges, trips back to his/her country during the fellowship, and any other costs not covered by this agreement.

FOURTH: OBLIGATIONS OF THE FELLOW.

As part of the present contract, the fellow will have the following obligations:

1. To already possess the prerequisite degrees required by the higher education institution where he/or she has been accepted.

2. Substantiate adequate physical and mental health with a medical certificate from a licensed doctor when solicited by AGCI. The fellow must be in adequate health to complete sponsored studies.
3. Fulfill all requirements associated with the visa.
4. Take up residence in the city of the sponsored program of study within three business days following the signing of this agreement. The fellow must inform AGCI of this residence immediately, as well as of any changes in residency taking place during the period of the fellowship. The fellow must also keep AGCI informed of his/her phone number in Chile and current email.
5. He/she must reside in the locality where the sponsored program of study takes place while the scholarship is in force.
6. The fellow may not leave Chile without the consent of AGCI while the scholarship is in force. In order to show compliance with the obligations established in this number, AGCI is authorized to order the fellow to demonstrate possession of a passport. AGCI also has the right to solicit the respective Chilean migration authority for information pertaining to the fellow's entrances and exits from the territory.

The fellow may only leave the country with previous authorization by AGCI, and in the following cases:

I) During the months of December, January, and February of each year and only during the academic break of the fellow's particular program of study. For these purposes, the request must include an official university document specifying the exact dates of the break in the program's course of study.

II) For a brief period, which may not exceed 5 business days. Only in certain, duly-justified cases may AGCI give permission for a longer period of vacation.

For these purposes, the fellow must present a written request at least 5 business days before the date of departure. In cases constituting force majeure, these being understood as those described in numeral I of the sixth clause in this agreement, AGCI may accept said request on shorter notice. Once the fellow has returned to Chile, he/she must immediately inform AGCI. .

7. The fellow's behavior must be beyond reproach and he/she must act in full compliance with Chilean law. Notwithstanding other facts that may imply a breach of this obligation, it shall be deemed breached if the fellow is indicted for a crime or misdemeanor.
8. The fellow must provide AGCI all information solicited within the specified period.
9. The fellow must comply with the academic regimen established by the institution of higher education where he/she is studying.
10. The fellow must pass the obligatory Spanish Immersion course in accordance with the scholarship terms.
11. The fellow must pass all classes and lectures required by his/her program each academic term.

12. The fellow must demonstrate good academic performance during each term, which is here understood as an average equal to or higher than a 5.0 or its equivalent.
13. The fellow must comply with academic and administrative requirements of the higher education institution in which he/she is enrolled. In order to substantiate compliance with this obligation, the fellow must present correct documentation issued by university officials of the following:
 - I. A certificate issued at the end of the semester or academic term which sets forth the fellow's academic performance.
 - II. An evaluation or final grade (expressed on a scale from 1 to 7, in which 7 is the highest grade) obtained in the respective program of study.
14. The fellow must dedicate him/herself exclusively to the studies for which he/she received the scholarship while it is in effect. Compliance with this obligation precludes engaging in any paid work during the fellowship, whether in Chile or in other countries.
15. The fellow must respond in a timely manner to all of AGCI's written communications which include surveys. The fellow must also attend any meetings requested in writing by AGCI, which take place while the scholarship is in effect.
16. At the end of study, the fellow must present AGCI with a compact disc (CD) containing the final version of his/her thesis or equivalent requirement from his/her program of study.
17. He/she must leave a record of status as an AGCI Fellow in all research and dissemination activities in which he/she takes part.
18. He/she may not apply for scholarships to undertake studies that coincide in whole or in part with those in which he/she is currently enrolled under the scholarship granted by AGCI, as long as he/she maintains the status of Agency Fellow.
19. He/she must return to his/her country after having completed the entire program of study sponsored by AGCI or otherwise, after the scholarship has effectively ended according to the terms detailed in the sixth clause. If the fellow does not comply with this obligation, AGCI will inform the appropriate Chilean migration authority to ensure that appropriate measures are taken.

To ensure that AGCI fulfills these obligations, from this point forward the fellow accepts and authorizes AGCI to access his/her information, including personal and sensitive data, in Chile or in any other country.

FIFTH: GROUNDS FOR RESTRICTION OF SCHOLARSHIP BENEFITS

AGCI may restrict benefits indicated in the third clause in these cases with these measures:

- 1) AGCI may suspend the benefits specified in the numerals III, V and VI in the third clause of this agreement if:
 - a) The fellow fails one or more classes/lectures of his/her program of study during the same academic year.

- b) The fellow does not comply with any of the obligations established in numbers 5,6,7,9, 12, 13, and 14 of the previous clause.

Suspension implies definitive loss of the benefits specified in numerals III, V, and VI of the third clause during the effective period of this disciplinary measure. If the fellow breaches the terms of any of these clauses more than once, this will cause the early termination the scholarship.

2) AGCI may withhold payment of the monthly allowance referred to in numeral III of the third clause if the fellow does not comply with any of his/her obligations, such as substantiating good health, domicile, and any other pertinent information/requirements solicited by AGCI; as well as responding to AGCI summons for meetings, as indicated in numbers 2, 4, 8 and 15 of the fourth clause.

The previously-mentioned restriction will end as soon as the fellow has fulfilled his/her pending obligation.

AGCI will carefully evaluate the circumstances that give rise to the restriction of scholarship benefits.

SIXTH: GROUNDS FOR EARLY TERMINATION OF THE SCHOLARSHIP.

Grounds for early termination of the scholarship, which AGCI will evaluate, include the following:

1. Events constituting force majeure, which must be duly substantiated by the fellow to AGCI. For these purposes, the following events are considered "force majeure":
 - I. Occurrences which severely affect the health of the fellow, his/her spouse, or children. Nevertheless, re-activation of a pre-existing condition will not be considered force majeure, whether or not the condition has been declared by the fellow.
 - II. Catastrophes occurring in the fellow's place of origin;
 - III. A request made at the behest of State authorities of which the fellow is a national, dispatched to AGCI from the respective agency focal point;
 - IV. Other events having an impact equivalent to the above stated.
2. A change of academic program by the fellow without previous authorization by AGCI.
3. In the event that the fellow fails the Spanish immersion course. Passing this course is an obligation of the fellow established in number 10 of the fourth clause of this agreement.
4. If the fellow does not comply with any of his/her obligations.

AGCI will carefully evaluate the circumstances that give rise to the termination of the scholarship.

If the fellow loses his/her scholarship due to causes considered in numbers 2, 3, and/or 4 of this clause, he/she will not be able to apply again to the AGCI scholarship.

In any event, AGCI consents to pay the airline ticket costs for the fellow's return to his/her place of origin.

SEVENTH: RESPONSIBILITY TO REPAY THE SCHOLARSHIP AMOUNT TO AGCI, IN CASE OF EARLY TERMINATION DUE TO FELLOW'S FAILURE TO COMPLY

In the event that AGCI determines the early termination of the scholarship on the grounds indicated in numbers 2, 3 and / or 4 of the sixth clause of this agreement, the fellow must return to AGCI the totality of the amount that the latter has paid on behalf of the fellow for benefits detailed in the third clause of this agreement. The amount includes all payments made before the date of the scholarship's termination, except for amounts paid on life, health, and accident insurance.

To this effect, AGCI will provide written notification to the fellow and the Agency focal point of his/her country. The notification will include a detailed list of the amounts to be returned to the Agency by the fellow.

For the purposes of this clause, from this point forward the fellow accepts the amounts which would have to be repaid to AGCI and, recognizing this amount as debt for all legal purposes, authorizes all administrative and legal actions made before the authorities of Chile and in the fellow's country of origin for the full repayment of amounts in the case of early termination.

EIGHT: REQUEST FOR RECONSIDERATION.

The fellow will reserve the right to make written request to the Executive Director of AGCI to reconsider the following measures:

- A) The suspension of benefits, as detailed in number 1 of the fifth clause;
- B) The early termination of the scholarship due to actions of the fellow, as detailed in numbers 2, 3, and 4 of the sixth clause;
- C) The rejection of a request formulated to apply the force majeure cause of numeral IV of number 1 of the sixth clause.

The fellow must make his/her request for reconsideration within the three business days following the date when the fellow has been notified of the disciplinary measures.. The request should include any background information relevant to the case. This request for reconsideration will be resolved without the right to further appeal.

NINTH: ANTI-CORRUPTION LAWS

Notwithstanding the regulations contained in annexes and other documents forming part of this agreement, the parties declare that any act that may be classified as bribery or active or passive corruption, whether committed in Chile or outside the country by any official (national or international) or employee involved in the execution of this agreement, will result in the termination of the contract without right to compensation of any kind. This shall prevent the drawing up of new agreements or contracts entailing the future cooperation with the guilty parties. The "Anticorruption Proposals for Bilateral Aid Procurement," adopted by the Development Assistance Committee of the OECD during sessions occurring on May 6 and 7, 1996, will be applicable in these cases. Electronically accessible content <http://www.oecd.org/dataoecd/56/29/28321276.pdf>

TENTH: GENDER EQUALITY.

In the implementation of this agreement, both parties commit (in all applicable cases) to:

- Respect the principle of equality by not discriminating by sex
- Contribute to the elimination of discrimination against women and foster equal participation by men and women in any sectors or fields in which the contract is found effective.
- Consider the implications for men and women who develop initiatives or activities as a result of their compliance with this contract.
- Apply relevant measures in order to promote gender equality.

ELEVENTH: CONSISTENCY OF THE RULES IN THIS AGREEMENT AND THOSE PROPOSED IN THE CALL FOR APPLICATIONS

In the case that any inconsistency or contradiction is found between this present agreement and the call for applications in the annex, the terms detailed in the call for applications and the resolution which upholds it will take precedence.

TWELFTH: VALIDITY OF THE PRESENT AGREEMENT

The present agreement will become effective on the date of the resolution's approval by the Executive Leadership of AGCI. The contract will remain valid until the fellow completes his/her sponsored studies and all obligations to AGCI and returns to his/her country of origin. This will hold valid except in the case of an early termination of the scholarship and application of the procedures appropriate to that situation.

THIRTEENTH: CONFLICT RESOLUTION.

Any legal conflicts proceeding from differing interpretations or compliance of this agreement will be brought to the ordinary courts of justice having jurisdiction in the Santiago township of Chile.

FOURTEENTH: LEGAL PERSONALITY.

The legal personality of Mr. Pablo García authorizes him to represent the Agency, as accorded in AGCI Staff Exemption Resolution No. 400 which is dated May 18, 2012. This Resolution delegates powers to the Head of the Department for Scholarships and Training and is modified by the AGCI Staff Exemption Resolution No. 099, dated February 20, 2013, which extends these delegation powers to the Pacific Alliance Scholarship Program for Academic and Student Mobility. These are in relation to the provisions of Article 41 of Act No. 18,575, General Bases of State Administration Organic Constitutional Law and 22 letter k) of Title III of Act No. 18,989 Organic of AGCI, as amended by Article 3 of Act No. 19,999.

The present agreement is signed on two (2) copies, one being held by each party, on the date indicated in each case.

AGCI Fellow AGCI 201_-20__

PABLO GARCIA AGUIRRE
Head of the Department for Scholarships and Training
Chilean International Cooperation Agency
Chile

Date:

Date:

ANNEX
SCHOLARSHIP AWARD ACCEPTANCE AGREEMENT BETWEEN THE CHILEAN INTERNATIONAL COOPERATION
AGENCY AND MR./MS. _____
ON THE GRANTING OF A SCHOLARSHIP TO UNDERTAKE STUDIES IN THE MASTER _____
IN _____

- Chilean International Cooperation Agency Horizontal Cooperation Scholarships Program. Nelson Mandela Program. 2018 Call for Applications

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In accordance with the hereby established in the agreement between the Chilean International Cooperation Agency and Mr./Ms. _____ on granting the scholarship to undertake studies in the Master _____ in _____, the present annex forms part of this agreement, and as such, is signed by the parties.

AGCI Fellow AGCI 201_-20__

PABLO GARCIA AGUIRRE
Head of the Department for Training and
Scholarships,
Chilean International Cooperation Agency

Date:

Date: