**ANNEX V**

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, both residing at Teatinos 180, floor #8, Santiago, and Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_ , herewith referred to as "**the fellow**", of \_\_\_\_\_\_\_\_\_\_\_\_\_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, “**Human Resources Development Program for Disaster Risk Reduction in Latin America and the Caribbean – Kizuna, Master in Structural and Geotechnical Engineering, 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 scholarship recipient, who has been accepted by the **Pontifical Catholic University of Chile** for study in **the Masters in Structural and Geotechnical Engineering (MasterIEG)** beginning **March 1, 2018** and lasting until **March 31,2019**, 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 Scholarship Program, which operates on an annual basis. For the purposes of the 2018 Call for Applications of the aforementioned Program, AGCI assumes the following obligations as benefits awarded to the fellow:

1. The payment of round-trip tickets between Santiago Chile and the fellow´s country of origin, **one time only.** The return flight back to the fellow´s country of origin will occur once studies have been completed.
2. The total value of the Master´s degree for AGCI fellows for 13 months, which will be 198 UF (value approximating 26.487 Chilean pesos per UF according to April 2017 data, which may change by the time of matriculation), of which AGCI will contribute a maximum of $2.500.000 (two million five hundred thousand Chilean pesos). The difference in matriculation costs must be paid directly by the fellow. This last payment is a personal transaction between the University and the fellow. The University may request documentation of this payment before allowing admission.
3. Pay the fellow a monthly stipend of five hundred thousand Chilean pesos ($500.000). This stipend will be paid throughout the duration of the program or period of study for which the fellow applied, and in any event is subject to a limit of thirteen (13) months. This payment schedule is effective the first month that the fellow begins the sponsored studies.
4. Provide the fellow with life, health, and accident insurance, in case of accidents occurring on Chilean territory during the period when the scholarship is in force. Additionally, due to an agreement with the Previsional System of Public Health (FONASA), the fellow will have the right to receive medical attention through the Chilean Public Health System once he/she possesses the national ID card issued by Chile´s Civil Registry Service.
5. Provide a one-time lump sum for the fellow 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).
6. Provide the fellow with an allowance equivalent to half his/her monthly stipend to recoup costs associated with the thesis or the university’s equivalent requirement for earning the academic degree. This allowance will be paid once and only on the condition that the fellow maintains a minimum grade point average of 5.5 or the university´s equivalent by the fourth bimester. To receive the allowance, the fellow must substantiate:
   1. His/her thesis (or equivalent requirement) timetable, signed by his/her advisor and the fellow.
   2. Approval of the thesis project or equivalent requirement (certified).
   3. A record of his/her academic performance (certified grade transcripts with the grade point average clearly visible).

All previously named benefits are granted solely to the fellow.

AGCI assumes no other payment or obligation which has not been explicitly stated in the present clause. The fellow will be responsible for all other costs associated with the visa, applications to Chilean institutions of higher education, shipping charges, any trips taken 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 agreement, the fellow will assume the following obligations:

1. To already possess the academic degrees and prerequisites required by the higher education institution where he/or she has been accepted.
2. Substantiate adequate physical and psychiatric 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 to maintain its continuance during his/her tenure in Chile.
4. Take up residence in Santiago, Chile, the city of the sponsored program of study, within three business days after signing this agreement. The fellow must inform AGCI of this residence immediately, as well as of any changes in residency that take place during the fellowship period. In addition, the fellow must keep AGCI informed of his/her current phone number in Chile and current email.
5. Reside in Santiago, Chile, the city of the sponsored program of study while the scholarship is effective.
6. The fellow may not leave Chile without the consent of AGCI while the scholarship is effective. In order to demonstrate compliance with the obligations established at the beginning of this number, AGCI is authorized to request the fellow to show his/her passport. AGCI also has the right to solicit the Chilean migration authorities for certifications of entrances and exits from Chilean territory.

In the event that the fellow travels outside of Chile, he/she must present a written request in no fewer than 5 business days before the date of departure. In cases constituting force majeure, these being understood as those described in number 1 of the sixth clause of this agreement, AGCI may admit the presentation of said application with shorter anticipation. Once the fellow has returned to Chile, he/she must immediately inform AGCI. .

1. The fellow must be beyond reproach in his/her behavior and fully compliant with all Chilean law. Notwithstanding other facts that may imply a breach of this obligation, this agreement shall be deemed to have been breached if the fellow is indicted for a crime or misdemeanor.
2. The fellow must give AGCI all required information within the specified period.
3. The fellow must comply with the academic regimen established by the institution of higher education where he/she is studying.
4. The fellow must pass all classes and lectures which are required by his/her Program for each academic term.
5. The fellow must demonstrate good academic performance during each term, which is here understood as an average equal to or higher than 5.0 or its equivalent.
6. 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 certifications issued by university officials which shows the following:
   1. I. Compliance with the previously-stated requisites through a university-issued certificate confirming the regular matriculation status of the fellow. 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.
7. 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 elsewhere.
8. The fellow must respond in a timely manner to all written communications from AGCI, which may include surveys or written summons. The fellow must attend any meetings requested by AGCI in writing during the effective period of his/her scholarship.
9. At the end of his/her studies, the fellow must present AGCI with a compact disc (CD) containing the final version of his/her thesis or equivalent requirement for the program of study.
10. He or she must also put on record his/her status as AGCI fellow in all research or other academic work undertaken during the fellowship period.
11. The fellow may not apply to scholarships to programs that coincide, whether in whole or in part, with the program of study for which he/she is awarded the scholarship during the scholarship period.
12. He/she must return to his/her country after having completed the entire program of study sponsored by AGCI **or in the event of the early termination of this agreement.** If the fellow does not comply with this obligation, AGCI will inform the appropriate Chilean migration authority to ensure that proper measures are taken.
13. Between bimesters, the Master´s program will offer units taught by specialists financed from Japan. All fellows must take these units as part of their scholarship obligation. The program will be confirmed subsequently.

The fellow authorizes AGCI to solicit any type of academic information from the educational institution in order to safeguard AGCI interests in its role as administrator of resources dedicated to professional development in the international cooperation framework. These records will be kept confidential by AGCI and will only be used for the purposes previously indicated.

**FIFTH: GROUNDS FOR THE RESTRICTION OF SCHOLARSHIP BENEFITS**

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

1) AGCI may suspend the benefits specified in the numerals II, IV, and V of the third clause of this agreement if:

1. The fellow fails one or more classes/lectures in his/her program of study during the same academic year.
2. The fellow does not comply with any of the obligations established in numbers 5,6,7,9, 11, 12, and 13 of the previous clause.

Suspension implies definitive loss of the benefits considered in numerals II, IV, and V of the third clause while this disciplinary measure is effective. If the fellow breaches the terms of any of these clauses more than once, this will cause early termination of his/her 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 solicited by AGCI; as well as responding to AGCI summons for meetings, as indicated in numbers 2, 4, 8 and 14 of the fourth clause.

The previously mentioned withholding will end as soon as the fellow has completed his/her pending obligation.

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

**SIXTH: GROUNDS FOR EARLY TERMINATION OF THE SCHOLARSHIP.**

The following grounds are considered as cause for early termination of the scholarship:

Events constituting force majeure, which must be duly substantiated by the fellow to AGCI. For these purposes, the following events are considered “force majeure:”

1. Occurrences which severely affect the health of the fellow, his/her spouse, or children. However, the re-activation of a pre-existing condition will not be considered force majeure, whether or not this is declared by the fellow.
2. Catastrophes occurring in the fellow´s place of origin;
3. Requests made at the behest of state authorities of which the fellow is a national, which are dispatched to AGCI by the respective focal point; and,
4. Other events having a magnitude equivalent to those previously mentioned.

A change of academic program by the fellow without previous authorization by AGCI.

If the fellow does not comply with any of his/her obligations.

If the fellow has received a strong sanction for not complying with statutes and internal regulations of the respective educational entity. Sanctions of this type may be cause for suspension or termination of the scholarship.

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

If the fellow is released from the scholarship for reasons listed in numbers 2, 3, and 4 of the present clause, he/she will no longer be eligible to apply for another AGCI scholarship.

Notwithstanding the foregoing, AGCI consents to pay the airline ticket costs for the fellow´s return to his/her place of origin.

**SEVENTH: OBLIGATION TO REPAY THE SCHOLARSHIP AMOUNT TO AGCI, IN CASE OF EARLY TERMINATION DUE TO ACTIONS OF THE FELLOW**

In the event that AGCI determines an 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 article 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 indicated in this clause, the fellow accepts from this point forward the amounts 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 due.

**EIGHT: REQUEST FOR RECONSIDERATION.**

The fellow will have the right to appeal in writing to the AGCI Executive Leadership about these measures:

A) Suspension of benefits in terms of number 1) of the fifth clause;

B) Early termination of the scholarship because of the fellow´s actions, such as those detailed in numbers 2 and 3 of the sixth clause;

C) Rejection of a request to apply force majeure according to numeral IV of number 1 of the sixth clause.

The fellow must make his/her appeal for reconsideration within the three business days following the date when the fellow is notified of the disciplinary measures. The appeal should include background information relevant to the case. The appeal will be resolved with no 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 employees involved in the execution of this agreement will result in the termination of the contract without the right to compensation of any type. This shall prevent the drawing up of new agreements or contracts involving 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.** Throughout the implementation of this agreement, both parties commit that in all applicable cases they will:

-Respect the principle of equality by not discriminating by sex

-Contribute to ending 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 of all contracted activities for both men and women

- 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 of any inconsistency or contradiction between this agreement and the Call for Applications included in the Annex, the Call for Applications (which proposes the scholarship and authorizes it in the resolution) 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. Once these are completed, the fellow will return 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 commune of Santiago, Chile.

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

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| …………………………………………….  **Date:** | **PABLO GARCIA AGUIRRE**  **Head of the Scholarship and Training Department**  **Chilean International Cooperation Agency**    **Date:** |

**ANNEX 2**

**THIS AGREEMENT IS BETWEEN THE CHILEAN INTERNATIONAL COOPERATION AGENCY AND MR./MS. \_\_\_\_\_\_\_\_\_, GRANTING A SCHOLARSHIP FOR STUDY IN THE MASTER IN STRUCTURAL AND GEOTECHNICAL ENGINEERING (MASTER-IEG) IN THE CATHOLIC UNIVERSITY OF CHILE´S PROGRAM, HUMAN RESOURCES DEVELOPMENT FOR DISASTER RISK REDUCTION IN LATIN AMERICA AND THE CARIBBEAN-KIZUNA.**

**Kizuna scholarships from the Scholarship Program at the**  **Human Resources Development Program for Disaster Risk Reduction in Latin America and the Caribbean, Master´s in Structural and Geotechnical Engineering, Call for Applications 2018**.

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According to the terms established between the Chilean International Cooperation Agency (AGCI) and Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_ to grant a scholarship for study in the **Masters in Structural and Geotechnical Engineering (MasterIEG)** , the present annex is considered part of this agreement and as such, is signed by both parties.

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| **NAME**  **Date:** | **PABLO GARCIA AGUIRRE**  **Head of the Scholarship and Training Department**  **Chilean International Cooperation Agency**    **Date:** |