

GRANT AND ACCEPTANCE OF SCHOLARSHIP AGREEMENT

CONCERNING THE PARTIES

GRANTOR

Name: Coordenação de Aperfeiçoamento de Pessoal de Nível Superior - CAPES

CNPJ: 00.889.834/0001-08

Address: Setor Bancário Norte, Quadra 02, Lote 6, Bloco L, Brasília-DF, CEP: 70040-020

Legal representative for the grant: #COORDENADOR_GERAL_CGPIB#

Granting directorate: Directorate of International Relations - DRI

GRANTEE

Process Number: #NUMEROPROCESSO#

Name: #NOMECANDIDATO#

Nationality: \$NACIONALIDADE\$

ID or CPF: #CPFFORMATADO#

Passport: \$PASSAPORTECANDIDATO\$

Address: #LOGRADOURO_NUMERO_COMP_BENEFICIARIO_EXTERIOR# in the city of #CIDADECANDIDATO# - #UFCANDIDATO#, ZIP Code: #CEPCANDIDATO#

E-mail (email through which the grantee declares to accept to receive communications, requests, and notifications from CAPES for all legal purposes): \$EMAILCANDIDATO\$

CONCERNING THE COMMITMENT

By the present Grant and Acceptance of Scholarship Agreement, the grantor, hereinafter simply referred to as CAPES, and the grantee, hereinafter referred to as SCHOLAR, as qualified above, commit to each other and, as applicable, to third parties, to fulfill the terms, norms, regulations, criteria, and guidelines present in the respective selection instrument, for the purpose of fulfilling the object, the commitments and obligations presented in the clauses that follow.

FIRST CLAUSE - CONCERNING THE OBJECT AND THE DEADLINES

The present Agreement has as its object the rights and duties related to the grant of financial support benefits to the SCHOLAR, by CAPES, presented at the proposal approved in the selection process, as detailed below:

I. Selection instrument: #NOME_EDITAL#

II. Program Name: #DESCRICAOPROGRAMA#

III. Grant modality: #MODALIDADE_BOLSA#



IV. Name of the host institution: #DESCRICAOIESDESTINO#

V. Host country: #DESCRICAOPAISDESTINO#

VI. Duration of the scholarship: #INICIOBOLSA# to #FIMBOLSA#

VII. Norms applicable to the grant: selection instrument of the program, CAPES Ordinances No. 289 of December 28, 2018, No. 206 of September 4, 2018, No. 1 of January 3, 2020, No. 23 of January 30, 2017, No. 202 of October 16, 2017, and their amendments.

SECOND CLAUSE - CONCERNING THE BENEFITS

The financial support benefits mentioned in the First Clause are those listed in Table 1:

Benefit	Unit value	Parcels (Up to)	Total
Travel allowance			
Health Insurance allowance			
Settling-in allowance			
Monthly stipend			

I. When applicable, the benefits will be periodically renewed until the end of the grant, as evaluated by CAPES based on the progress of the activities.

II. The granted benefits are linked to the stay in Brazil for the completion of the activities related to the approved proposal, within the duration established in the First Clause.

III. Benefits paid in Brazil will be paid in Reais.

IV. If the SCHOLAR travels more than thirty days in advance of the scholarship's start date, he/ she will lose the benefits of travel and settling-in allowance, except for those who depart with formal authorization from CAPES.

V. CAPES will not grant values or benefits exceeding those established in the applicable norms.

THIRD CLAUSE - STATEMENT OF COMPLIANCE WITH ELIGIBILITY REQUIREMENTS

The SCHOLAR above qualified declares, under the penalties of the law, that he/she meets the eligibility requirements for receiving the benefits, object of this Agreement, as specified in the norms applicable indicated in the First Clause, especially:

I. be over 18 years of age;

II. be in full possession of his/her mental faculties and physical health;

III. Reside abroad Brazil;

IV. Be a regular student of a higher education institution abroad Brazil at the master's or doctoral level;

V. Have completed an undergraduate degree;

VI. Not have started a course in Brazil at the same level of study intended;



- VII. be free from impediments to:
- a. leave the country (when applicable); and

b. contract with the public sector or receive public benefits from Brazil.

FOURTH CLAUSE - CONCERNING THE RIGHTS AND DUTIES OF THE PARTIES

SUBCLAUSE ONE - RIGHTS AND DUTIES OF CAPES:

- I. fulfill the commitments made in this Agreement considering the First Clause;
- II. monitor the SCHOLAR during the period of the grant, including in cases of extensions, to ensure the delivery of the agreed object;
- III. pay the health insurance allowance provided in the Second Clause. Not be responsible for any medical, hospital, dental, and funeral expenses, including repatriation, covered or not by the health insurance chosen by the SCHOLAR;
- IV. To be exempt from liability for damages caused by the SCHOLAR, resulting from my commission of any illicit acts, of a civil or criminal nature, that contravene the legislation.
- V. investigate possible non-compliance, by the SCHOLAR, with the obligations assumed in this Agreement; and
- VI. investigate irregularity, suspend and discontinue this Agreement in legal instances, as well as seek reimbursement.

SUBCLAUSE TWO – Rights and duties of the SCHOLAR:

I. know, accept, and comply with all obligations and commitments expressed in this Agreement to the grant;

II. demonstrate satisfactory academic performance, according to criteria set in a specific selection instrument;

III. authorize the use of registration information by CAPES and its provision to Brazilian Institutions participating in the Program, as necessary for the proper management of the scholarship;

IV. communicate and return to CAPES any benefits paid unduly or not used for their specific purposes, including advance payments;

V. return to CAPES any benefits paid and not used for their specific purposes due to the early conclusion of the activities;

VI. present honorable and respectful behavior towards the culture of the country where the studies will be conducted;

VII. dedicate to the development of the activities proposed in the application and approved by CAPES, consulting it in advance about any changes that may occur;

VIII. remain in the country during the entire period of the grant and request permission from CAPES in advance (at least 30 days), for travel related or not to the study plan;

IX. not interrupt or give up the program without justifications, presented and accepted by CAPES;

X. be responsible for the acquisition and carrying of continuous use and controlled medication;

XI. send to CAPES, in 30 days from the arrival in Brazil, the proof of purchase and a copy of the health insurance policy, under penalty of suspension of payments;



XII. return to the country of origin within 60 (sixty) days after the end of the grant or the conclusion of the activities;

XIII. keep updated the residential, professional and the electronic address (email);

XIV. communicate to CAPES and provide information about the advantages gained, when publishing or disseminating, in any form, discovery, invention, technological innovation, patent, or another production that produces intellectual property rights protection, held during the scholarship;

XV. reference in all works produced or published, in any media, resulting from activities financed by CAPES, using the following expressions, in the language of the work:

"The present work was carried out with the support of Coordenação de Aperfeiçoamento de Pessoal de Nível Superior - CAPES - Brazil (CAPES) - Financing Code 001"

XVI. send to CAPES the present Agreement duly dated and signed.

FIFTH CLAUSE - CONCERNING THE AMENDMENTS TO THE SCHOLARSHIP GRANT AND ADDENDUMS TO THE GRANT AGREEMENT

Any changes in this Agreement can only be implemented with the express authorization of CAPES, formalized through an Addendum to this Grant Agreement.

SIXTH CLAUSE - CONCERNING THE COMPLETION AND PENALTIES

SUBCLAUSE ONE - The completion of the grant will occur with:

I. the complete execution of the activities in the approved proposal; and

II. the fulfillment of the obligations and commitments assumed by the PARTIES in this Agreement.

SUBCLAUSE TWO - This Agreement shall be considered null in case of irregularities, respecting the administrative process, and the right to a full defense.

SUBCLAUSE THREE - The non-compliance with the obligations assumed by the SCHOLAR in this Agreement may lead to its unilateral finalization by CAPES and the demand for partial, proportional, or total return of the invested resources.

SEVENTH CLAUSE - CONCERNING THE RESOLUTION

SUBCLAUSE ONE - The grant will be extinguished in the following situations:

I. natural disaster or war situation in the country that causes interruption of the study, research, or internship;

II. accident, illness, or any morbid situation occurred with the SCHOLAR, the spouse or a close family member;

III. death of the SCHOLAR (termination), of spouse or of a close family member;

IV. other situations not listed, but considered as force majeure or fortuitous event; and

V. serious violation of the obligations and commitments assumed by the SCHOLAR.



SUBCLAUSE TWO – Any of the situation above must be justify to CAPES, within 30 (thirty) days, after the event.

EIGHTH CLAUSE - CONCERNING THE FINAL PROVISIONS

SUBCLAUSE ONE - By signing this Agreement, the SCHOLAR declares to accept the benefits granted as mentioned in the Second Clause, to comply with the current norms, and to be aware that the status of SCHOLAR does not confer him/her the quality of representative of the Brazilian Government.

SUBCLAUSE TWO - Justifications for the non-compliance with any of the obligations established here must be justified and, when possible or necessary, documented for CAPES' decision.

NINTH CLAUSE - CONCERNING THE METHODS OF CONFLICT RESOLUTION AND THE JURISDICTION

SUBCLAUSE ONE - The resolution of conflicts of interest between the PARTIES signatories of this Agreement shall be sought through administrative means.

SUBCLAUSE TWO - Once administrative means are exhausted, the resolution of conflicts shall be sought through judicial proceedings.

SUBCLAUSE THREE - The Court of the District of Brasília, Distrito Federal, Brazil, is elected for the resolution of conflicts, disputes, and demands between the PARTIES signatories of this Agreement, who sign below, in two copies.

Place, of of

Agreed,

#NOMECANDIDATO# #CPF OR FOREIGN DOCUMENT#

Grantee

#SIGNATURE_COORDENADOR_GERAL_CGPR#

#COORDENADOR GERAL CGPIB#

General Coordinator of Institutional Programs and International Scholarships - CGPIB Grantor's Representative

This signature does not require notarization, as it is a public document Art. 19, Section II - Constitution of the Federative Republic of Brazil.