AGREEMENT N° 298 -2016-MINEDU/VMGI-PRONABEC

AGREEMENT FOR INTERNATIONAL INTER-INSTITUTIONAL COLLABORATION BETWEEN

NATIONAL PROGRAM OF SCHOLARSHIPS AND EDUCATIONAL CREDIT OF THE MINISTRY OF EDUCATION OF PERU AND THE UNIVERSITY OF QUEENSLAND, AUSTRALIA

This document certifies the Agreement of International Institutional Cooperation for the implementation of Graduate Scholarships between NATIONAL PROGRAM OF SCHOLARSHIPS AND EDUCATIVE CREDIT OF THE MINISTRY OF EDUCATION OF PERU hereafter PRONABEC with RUC N° 205467988152, with address for the purpose of this agreement in Av. Arequipa N° 1935 – Lince - Lima 14 – PERÚ, represented by the Executive Director Dr. Raúl CHOQUE LARRAURI, identified with DNI N° 23266921 and appointed in Ministerial Resolution N° 161-2015, and THE UNIVERSITY OF QUEENSLAND, hereafter THE ENTITY, with address in St Lucia, Brisbane, Australia, represented by the President and Vice-Chancellor, Professor Peter Høj, who is appropriately authorized to celebrate and delegate signing of this agreement to Professor Monique Skidmore, Deputy Vice-Chancellor (International) under the terms and conditions expressed as follows:

FIRST: THE PARTIES

1.1 PRONABEC, is the Executive Unit N° 117 of The Ministry of Education of Peru, who has technical autonomy, administrative, economic, financial and budgetary in charge of the design, planning, managing, monitoring and evaluating of scholarships and educative credits. Its purpose contributing to equal opportunity in higher education insuring the access of low income students with high academic performance guaranteeing, as well as its permanence, culmination and titration.

1.2 PRONABEC, subsidizes

- 1.2.1 Graduate studies for professionals with high academic performance and insufficient economic resources in Eligible International Higher Educational Institutions and foreign Universities whom must be ranked among the first four hundred (400) at least once in the five years prior to the respective call in the following rankings: QS World University Rankings, Academic Ranking of World Universities (ARWU), Times Higher Education World University Rankings, and focused on studies related to peruvian scientific and technological development.
- 1.2.2 Tuition fees, study materials, English language studies, maximum 10 weeks; insurance with health, accident life and repatriation coverage, research work, certification (administrative costs for obtaining the relevant degree or equivalent), monthly allowance for food, lodging and local transportation and others that PRONABEC has determined by the rules of each call according to budget availability; international transport (only at the beginning and end of the academic program), except the repetition of unapproved or failed courses.

Endorsed by:









1.3 THE ENTITY is a public university located in the state of Queensland, Australia. Founded in 1909, it is the oldest and largest university in Queensland and fifth oldest in Australia. The University of Queensland is a member of Australia's Group of Eight, and the international research-intensive universities network Universitas 21, and is ranked as follows:

YEAR	UNIVERSITY OF QUEENSLAND	POSITION
2016	QS World University Ranking	43
2016	Academic Ranking of World Universities (ARWU)	77
2016	Times Higher Education World University Rankings (TH)	60

1.4 Both parties have executed a similar previous agreement, N° 522-2012-MINEDU dated march 03, 2013, which is terminated in this act by mutual decision of signatories and is replaced in all its terms and conditions by this agreement.

SECOND: BACKGROUND

The Agreement of International Inter-institutional Cooperation, between PRONABEC and THE ENTITY, exercises the intention of the parts to strengthen their efforts to increase the offer of graduate scholarships with the objective of boosting the human capital with an adequate training, refinement and research promoting competitiveness and scientific and technology development for Peru.

THIRD: LEGAL FRAMEWORK

- 3.1. Law 29837 creates the National Program of Scholarship and Educative Credit PRONABEC, modified by Law 30281.
- 3.2. Supreme Decree N° 013-2012-ED approves the Rules and Regulations of the Law 29837, modified by Supreme Decrees N° 008-2013-ED and 001-2015-MINEDU.
- 3.3. Ministerial Resolution N° 0108-2012-MINEDU approves the Operations Manual of PRONABEC, modified by Ministerial Resolution N° 535-2015-MINEDU.

FOURTH: GENERAL OBJECTIVE

The general objective of this agreement is to impulse the efforts of Pronabec in building advanced human capital through the awarding of scholarships for graduate studies programs in order to promote the scientific, academic, economic, social and cultural development of the country.

Endorsed by:









FIFTH: SPECIFIC OBJECTIVE

- **4.1.** Terminate the previous agreement celebrated by both parties, N° 522-2012-MINEDU dated march 03, 2013, which is replaced in all its terms and conditions by this agreement.
- **4.2.** To promote the access of Peruvian professionals with excellent academic performance and insufficient economic resources to the graduate programs offered by THE ENTITY through the financing, by PRONABEC, of up to 50 scholars every year in Master and Doctoral programs mainly related to Science and Technology.
- **4.3.** The length of the Graduate Scholarships is determined by the program of choice according to the parameters of THE ENTITY in relation to the Master and Doctoral programs specified in Annex 1 of this agreement, up to 2 (two) years for Masters and up to 4 (four) years for Doctorates.

SIXTH: COMMITMENTS OF THE PARTIES

6.1. COMMITMENTS OF THE ENTITY

THE ENTITY assumes the following commitments:

- 6.1.1. No application or registration fees will be charged to Scholarship awardees for Masters and Doctoral studies. Indicative costs for Peruvian scholarship holders, are stated in Annex 2 of this agreement, and are valid for commencement in 2016. Annually, every January, at the beginning of every fiscal year, THE ENTITY will inform PRONABEC of these costs, for the purpose of holding the Annual Costs Addendum, attaching the legal disposition that establishes them and the decision of the internal government body of THE ENTITY that fixes administrative internal fees.
- **6.1.2.** Provide an **unconditional** offer letter for admission to every Peruvian professional that meets all the requirements, including academic and language requirements. The unconditional offer letter will include the following information:
 - I. Program Duration;
 - II. Beginning and end date of the postgraduate studies program;
 - III. Indicative academic and administrative costs;
 - IV. Overseas Student Health Cover costs.
- 6.1.3. For students who accept THE ENTITY offer, facilitate the documentation needed to obtain the Student Visa and arrange Overseas Student Health Cover (OSHC in English initials) for the entire length of the graduate program chosen by the scholar. THE ENTITY acknowledges that the scholarship holders have agreed as a condition of their scholarship, to immediately return to Peru upon completion of their studies in order to apply the acquired knowledge at their places of origin under the Peru Service Commitment. THE ENTITY will not make any kind of work or research offers to scholarship holders enabling them to remain in Australia after completion of their postgraduate studies.





Endorsed by:

Deputy Director, Global Engagement







- **6.1.4.** Provide academic monitoring and mentoring (as specified in 6.1.5) as well as counseling support as required to the Scholarship awardees during their graduate studies.
- **6.1.5.** Send to PRONABEC, at the end of each academic period, a complete report on the academic progress and disciplinary status of each scholarship holder:
 - a. THE ENTITY will indicate if there are any pending study subjects and if there are failed subjects that must be retaken with the scholarship holder enrolling again, and acknowledges the scholarship holder is responsible for this cost. THE ENTITY will not bill PRONABEC, in the following academic period, for the failed subject(s) that scholarship holder needs to repeat. In that order the scholarship holder will sign the authorization to release information indicated in Annex 3 of this agreement.
 - b. THE ENTITY will also send, at the beginning of the subsequent enrolment period (at the end of Week 2 of each semester via each student's academic transcript), an enrolment report indicating the list of enrolled subjects for each scholarship holder.
- 6.1.6. Provide to each scholarship holder, who accepts an unconditional offer, concurrent English throughout each semester through the English for Academic Communication (EAC) program free of charge¹, which includes a total of 24 hours (four hours per week) in weeks 3-8 of every semester of study. This support is provided only to those scholarship holders who have accepted their offer and fulfilled English language proficiency level as admission requirements of THE ENTITY.
- 6.1.7. Provide to PRONABEC, the assistance to install in the institutional electronic portal of PRONABEC a direct link to the website of THE ENTITY in order to facilitate the access to the information concerning the official Master and Doctorate programs offered by THE ENTITY stated in Annex 1 of this agreement.
- 6.1.8. Provide room and board information and advice to scholarship holders.
- **6.1.9.** Encourage and give the facilities for the scholarship holders to start their research and coursework from the beginning of their studies in order to have it done by the end of their academic program.
- 6.1.10. Facilitate a well-equipped research space as the standard required for higher degree research students for each scholarship holder of PRONABEC in order to guarantee the normal development of their research activities.
- **6.1.11.** Immediately inform PRONABEC of any fellow not enrolled in the next academic term who did not meet the program's academic requirements (causing loss of the scholarship) so PRONABEC can take action for the repatriation of the fellow.



¹ Further information on EAC is available at: http://www.icte.uq.edu.au/pdf/EACStLucia.pdf.

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6.1.12. Communicate to PRONABEC any fellow applying for change his or her academic program and/or suspend studies².

6.2. COMMITMENTS OF PRONABEC

PRONABEC, commits to:

- 6.2.1. Cover the total tuition costs of each Peruvian scholarship holder as indicated in Annex 2. The respective invoice will be paid via disposition of funds through the Integrated Financial Management System (SIAF in Spanish initials) of the Peruvian State to the bank account indicated by ENTITY. Cancellation shall take place within the time limits and procedures established by the parties in Annex 2 of this Agreement and subject to the PRONABEC's Rules for Execution of Subventions abroad.
- **6.2.2.** Grant the following subventions to PRONABEC's scholarship holders:
 - a. Annual stipend for living expenses.
 - b. Annual stipend for academic materials.
 - c. Roundtrip flight tickets to each scholarship holder; Lima Brisbane (at the beginning of the academic program) and Brisbane Lima (at the end of the academic program)
 - d. Research work and degree certification costs and the rest of benefits indicated in numeral 1.3.2.
 - e. Single Insurance cover with health, accident, life and repatriation coverage.

6.3 COMMON COMMITMENTS

- **6.3.1.** Elaborate a joint program every year aiming to achieve the objectives of the commitments contemplated in this agreement.
- **6.3.2.** Evaluate and inform the results of the cooperation achieved, identifying the problems and the possible improvements in the execution of this agreement.

SEVENTH: FINANCING

PRONABEC will cover the costs of the concepts indicated in numeral 6.2, except the repetition of unapproved or failed subjects, in which case the scholarship holder will assume its costs as indicated in numeral 6.1.5 of the Sixth Article, with the objective that Peruvian scholarship holders can access, stay and finish their studies in THE ENTITY until obtaining their degree. The financing corresponding to PRONABEC is granted according to the Budget assigned annually by the Public Budget Laws of the country and the Law N° 28411 – General Law of the National Budget System of Peru.

² Scholarship holders only can suspend postgraduate studies up to one year. Change of Program is forbidden.



Endorsed by:







EIGHT: INTERINSTITUTIONAL COORDINATION

8.1. For the adequate follow up, supervision and monitoring in compliance of the commitments established in this agreement, the parties agree to assign as Interinstitutional Coordinators, according to the functions exercised in the implementation of this agreement, the following officials:

For PRONABEC

Responsible : Executive Director of PRONABEC

Alternative : Chief of the Graduate Scholarships Office of

PRONABEC.

For THE ENTITY

Responsible : Deputy Director, UQ Global Engagement

Alternative : Manager, International Scholarships, UQ Global

Engagement

8.2. PRONABEC and THE ENTITY shall substitute their Interinstitutional coordinators when considered appropriate.

8.3. The substitution must take effect starting the seventh day after the reception of the letter of substitution given by the counterpart.

NINTH: LENGTH OF THE AGREEMENT VALIDATION

The length of validation of this agreement is 5 (five) years, starting from the date of subscription with an extension by mutual exchange of letters.

When the agreement expires, the commitments assumed by the parts will remain in effect until the total compliance and execution of the pending commitments in course.

TENTH: AGREEMENT MODIFICATIONS

Any modifications, restrictions, broadening or extension of this agreement can be done through mutual consensus of the parts and must be formalized by Addendum which will become part of this agreement.



ELEVENTH: SOLUTIONS TO CONTROVERSIES

Any controversies, discrepancies or demands derived from this agreement, including the ones concerning its expiration, nullity, execution, compliance or interpretation shall be settled by THE PARTIES through mutual consultation acting in good faith within 21 days of receipt of a notice describing such controversy.

In case the controversy persists, the parties express their willingness to undergo through awareness or equity arbitration, whose award shall be final, undisputable and binding for the parties, without being able to go to neither the Judicial Branch nor any other administrative instance.

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To this end, the parties within five working days will designate by common agreement the sole arbitrator to hear the case and solve. Once this period expired without the parties having appointed the arbitrator, either party may request the Arbitration Center of the Lima Chamber of Commerce to appoint the Arbiter among its members. After assuming the charge and receiving the parties' positions, the award shall be issued within fifteen working days.

TWELVETH: FINAL DISPOSITIONS

- 12.1. The parties subscribing this agreement, expressly state to be subject to Peruvian law and that their respective residences are the addresses mentioned in the introduction to this document, in which each other will be sent valid communications and / or notifications as necessary. Any variation of these addresses will be effective the tenth business day after being notified in writing by the other party.
- **12.2.** All communications shall be valid and effective if done in writing, sent and received via fax, institutional e-mail, certified mail or notarized communications, and remitted between those who subscribe this agreement and between Inter Institutional Coordinators, designated at the eighth clause.
- **12.3.** This Agreement may be terminated by either party upon written notice to the other Party. As such:
 - a. The decision shall become effective from the conclusion of the current academic period as outlined in such notice.
 - **b.** The resolution does not affect the activities and obligations in course that the parties are committed to and which should continue to be met until complete implementation, as appropriate.
 - c. The Parties proceed to settle and pay the costs incurred by the Ministry until end of current academic period, according to numbers 1.2.2, 6.1.1, 6.1.5 and 6.2.1 of this agreement.
 - d. If scholarship holders do not deem appropriate the changing to another university to complete their studies, the obligations will remain in force between the parties exclusively regarding these scholarship holders, not making new calls for scholarship contest that aim to send new PRONABEC scholarship holders to THE ENTITY.
 - e. The parties shall take the necessary measures to avoid or minimize any prejudice, both among themselves and fellows.
- **12.4.** This Agreement may also be terminated by arbitration award that disposes it. In this case the proceeding will be the same stated in 12.3.

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Endorsed by:







In absolute conformity, the parties proceed to subscribe this agreement in two sets of 02 original copies each, one in Spanish and the other in English and both equal in content and authenticity.

By PRONABEC

By THE ENTITY

Dr. Raúl Choque Larrauri Executive Director Professor Monique Skidmore Deputy Vice-Chancellor (International)

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Date: ____3 0 JUN. 2016

Date 22/6/20/6





Endorsed by:





ANNEX 01

PRIORITIZED FIELDS OF STUDIES FOR MASTERS AND DOCTORAL PROGRAMS SUBSIDIZED

BY PRONABEC

N°	PRIORITIZED FIELDS
1.	Life Sciences, Biology, Biotechnology, Nanotechnology
2.	Supply Chain
3.	Camelids
4.	Physical and Mental Health Sciences
5.	Materials Sciences & Technologies
6.	Environmental Sciences and Technologies, Earth Sciences, Forestry Sciences
7.	Crop and Food Technologies
8.	Information and Communications Technologies
9.	Basic Sciences, Physics, Chemistry, Mathematics, Pharmacy and Biochemistry
10.	Education
11.	Public Administration, Public Management, Public Policy and Economics
12.	Engineering: Aquaculture, Agriculture, Environmental, Civil, Marine Science, Electrical, Electronics, Nuclear Energy, Livestock Farming, Geology, Industrial, Computer, Food Industries, Mechanical, Metallurgy, Mining, Materials, Fishing, Chemical, Water Resources, Forestry, Systems, Technology, Telecommunications, Transportation, Zootechnics and Architecture
Note	Fields stated in numbers 2, 4, 10 and 11 must not exceed 20% (twenty percent) of total scholarships to be awarded annually by PRONABEC





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ANNEX 02

COSTS COMMENCING 2016 FOR MASTERS AND DOCTORAL PROGRAMS AT THE UNIVERSITY OF QUEENSLAND FUNDED BY PRONABEC

COURSEWORK MASTERS

Indicative Total Program Cost 2016 Commencing Student (AUD\$)*	Indicative Semester Tuition Cost 2016 only (AUD\$)	Other Detailed Costs 2016 (AUD\$)**	Invoicing Date	Payment Deadline	Total Units
16 unit program (1 year) \$24,000 - \$34,608		In addition to tuition fees,	UQ will issue PRONABEC the invoice for all Masters, specifying the tuition costs for the semester after the		
24 unit program (1.5 years) \$34,080 <i>–</i> \$51,912	\$11,497 - \$19,673		census date of each study period. The census dates for standard coursework semesters are March 31 for Semester 1, August 31 for Semester 2 and December 18 for Summer Semester.	Thirty working days from date of invoice issuing.	Ranges from 16 units (1 year) to 40 units (2.5 years)
32 unit program (2 years) \$45,440 - \$69,216					
40 unit program (2 years) \$85,889					

^{*} This table shows approximate fees (in Australian dollars) based on an average full-time enrolment of 8 units (#8) each semester, using 2016 commencing fee rates for a student commencing in Semester 1.Tuition fees are indexed annually. A student's actual program fee may vary in accordance with his or her choice of major and electives, commencing semester and the annual indexation rate. This table does not take into account programs in Business Administration/Leadership, Clinical Dentistry/Pharmacy, Medicine, Veterinary Science, Conservation Biology, Dietetics, Therapies programs, Molecular Imaging which attract higher fees.

DOCTOR OF PHILOSOPHY

Total Indicative Program Cost 2016 (AUD\$) based on a 4 year enrolment	Total Indicative Research Quarter# Cost 2016 (AUD\$)	Other Detailed Costs 2016 (AUD\$)**	Invoicing Date	Payment Deadline	Total Units
\$106,720 - \$173,440	\$6,670 - \$10 840	In addition to tuition fees students are liable for Overseas Student Health Cover - \$594** for 12 months of single cover.	Invoices are issued after the census date for each research quarter #.	Thirty working days from date of invoice issuing.	48 units (3 years) to 64 units (4 years)





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^{**} Annual OSHC cost for 2016.

ANNEX 02 cont.

Band	Research Higher Degree Enrolling Unit	Annual Tuition Fee Full-time On Campus
A \$6,670 per research quarter	Faculty of Business, Economics & Law (all schools) School of Human Movement Studies (socio-cultural research projects) Faculty of Humanities and Social Sciences (all schools, institute and centres except for those schools and projects listed in Band B) Institute for Social Science Research (ISSR) School of Nursing, Midwifery and Social Work.	2016 commencement Fee Band A: Economics for duration of the program, annual cost/student \$26,680
B \$8,460 per research quarter	Australian Institute for Bioengineering & Nanotechnology Diamantina Institute (except for those projects listed in Band C) Faculty of Engineering, Architecture & Information Technology (all schools) Faculty of Health & Behavioral Sciences (all schools except for those schools and projects listed in Band A and C) Faculty of Medicine and Biomedical Sciences (all schools except for those projects listed in Band C) Faculty of Science (all schools except for those projects listed in Band C) Institute for Molecular Bioscience Queensland Alliance for Agriculture and Food Innovation Queensland Brain Institute (except for those projects listed in Band C) School of Social Science (archaeology research projects) Sustainable Minerals Institute	2016 commencement Fee Band B: Agricultural Science, Biotechnology, Engineering, Medicine (non-clinical research only), Science, Science in forestry & Veterinary Science (non- clinical research only), annual cost/student \$33,840
C \$10,840 per research quarter	Diamantina Institute (clinical research projects) Faculty of Medicine and Biomedical Sciences (all schools, clinical research projects) Queensland Brain Institute (clinical research projects) School of Veterinary Sciences (clinical research projects)	2016 commencement Fee Band C: Medicine (Clinical research only), Veterinary Science (clinical research only), annual cost/student \$43,360

#Research Quarter key dates

#Research Quarter (RQ)		Census date	End date of Quarter
RQ1	1 Jan	1 Feb	31 Mar
RQ2	1 Apr	1 May	30 Jun
RQ3	1 Jul	1 Aug	30 Sep
RQ4	1 Oct	1 Nov	31 Dec

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ANNEX 02 cont.

DETAILS TO PERFORM ON THE PAYMENT OF PROVIDED SERVICES			
University:	The University of Queensland		
Bank:	Commonwealth Bank of Australia		
Bank Account	BSB:064-158 Account No: 10898275		
SWIFT Coda:	CTBAAU2S		
ABA Coda	n/a		
Correncia to Deposit:	Australian Dollars		
Method of Payment	Bank transfer/Cheque		

DETAILS TO PERFORM IN INVOICE TO SEND TO PRONABEC

- Corporate Name: PROGRAMA NACIONAL DE BECAS Y CRÉDITO EDUCATIVO
- Fiscal Address: Avenida Arequipa N°1935 LINCE LIMA 14 PERU
- RUC N° 20546798152
- Detail: Academic Service provided, indicating the total number of fellows, according to the agreed commitments by the parties.

DOCUMENTS TO ATTACH TO THE INVOICE

- The settlement of payment of scholarship holder's postgraduate studies discriminated by program and concepts in the original currency according to Admission Letter or Study Plan or Curriculum.
- The report on the academic progress and disciplinary status agreed in 6.1.5 of the agreement.
- Enrolment report, indicating if the scholarship holders have pending subjects or disapproved subjects in previous academic period. In case of disapproved subjects, the fellows must enroll again and approve these subjects to their own cost and responsibility. In this case THE ENTITY will not charge these repeated subjects in the invoice to PRONABEC.

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Endorsed by:

Deputy Director, Global Engagemen



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ANNEX 03

CONSENT TO RELEASE INFORMATION

Lima,, 201					
Messrs.'					
By signing this consent, I,(name and last name) with Date of Birth: XX/XX/XXXX, with Passport N °, scholarship holder awarded by National Program of Scholarships and Educative Credit (PRONABEC in Spanish abbreviations) of the Ministry of Education of Peru, according with Queensland privacy legislation provide The University of Queensland with my permission to collect and send offshore, the following specified personal information to PRONABEC's Postgraduate Scholarship Office and the Ministry. At the end of every academic period, a report on:- my enrolled subjects, academic progress (including any failed subjects) and disciplinary status. I understand and acknowledge that this consent is required to assist the University of Queensland in the					
ongoing administration of my scholars		Offiverally of Queensiana in the			
Sincerely					
Signature					
Student's Full Name					
Passport Number					
Student's Program (Masters/PhD)	:				
University ID					
University Email					



MOSTERIO DE EDICHO

Endorsed by:





