

AGREEMENT N° 64 -2019-MINEDU/VMGI-PRONABEC

**INTERINSTITUTIONAL COLLABORATION AGREEMENT BETWEEN THE NATIONAL SCHOLARSHIP AND EDUCATIONAL CREDIT PROGRAM AND THE CALDO CONSORTIUM**

This document includes the Inter-Institutional Collaboration Agreement for the Implementation of Scholarships, which are held by the **NATIONAL SCHOLARSHIP AND EDUCATIONAL CREDIT PROGRAM**, with RUC No. 20546798152, with a registered office at Av. Arequipa No. 1935, Lince district, province and department of Lima, duly represented by its Executive Director, Mr. SANDRO LUIS PARODI SIFUENTES, identified with DNI No. 09671818, designated by Ministerial Resolution No. 218-2018-MINEDU, hereinafter **PRONABEC**; and on the other hand, the **CANADA CALDO CONSORTIUM**, with legal address at 200 Elgin Street, Ottawa, Ontario, duly represented by its Chair, Dr. ALAIN BOUTET, identified with Passport No. HK613368, hereinafter **CALDO**; according to the terms and conditions expressed in the following clauses:

**FIRST CLAUSE: THE PARTIES**

- 1.1. **PRONABEC** is the Executive Unit N° 117 of the Ministry of Education of Peru and has technical, administrative, economic, financial and budgetary autonomy; is the functional structure in charge of the design, planning, managing, monitoring and evaluating of scholarships and educative credits for higher education with the objective of contributing to equal opportunity in the access of low income students and professionals with academic excellence to programs of study as well as guaranteeing their permanence, culmination and obtaining of their degree titles.
- 1.2. **CALDO** is a non-governmental, non-profit consortium of Canada's leading research universities who are committed to international cooperation and student mobility (listed in Annex 1 and referred to in this Agreement as a "CALDO Member University"), and wishes to renew its cooperative relationship with the National Program of Scholarships and Educational Credit – PRONABEC of the Ministry of Education of Peru.
- 1.3. For the purposes of this Agreement, where reference is made to **PRONABEC** and **CALDO**, they shall be referred to as **THE PARTIES**.

**SECOND CLAUSE: BACKGROUND**

- 2.1. Inter-institutional Collaboration Agreement, dated August 26, 2014, signed between the Ministry of Education of Peru through **PRONABEC** and **CALDO**, in an effort to promote long-term collaboration and exchange in post-secondary education, PRONABEC and the CALDO Member Universities agreed to facilitate PRONABEC scholarship holders to undertake undergraduate or postgraduate studies and research at a CALDO Member University with funding provided through PRONABEC and CALDO Member Universities in some instances.
- 2.2. The Office of National Coordination and International Cooperation supports the need to sign this Agreement within the framework of the functions established in article 44 and in subparagraph e) of article 45 of the *Manual de Operaciones del Programa Nacional de Becas y Crédito Educativo*, approved by Ministerial





Resolution N ° 705-2017-MINEDU, with the purpose of establishing commitments between **THE PARTIES**, which promote the equal opportunity in the access, retention and completion of graduate studies of **PRONABEC** scholars with high academic performance and insufficient economic resources in eligible Universities. Eligible Universities must have been classified among the top four hundred (400) at least once in the five years prior to the respective call, in any of the following classifications: QS World University Rankings, Academic Ranking of World Universities (ARWU), Times Higher Education World University Rankings. The CALDO Member Universities meet this condition.

- 2.3. This Agreement is in accordance with the provisions of the Unique Ordered Text of the Law No. 27444, General Administrative Procedure Law, approved by Supreme Decree No. 004-2019-JUS; It is collaborative and not for profit.

<b>THIRD CLAUSE:</b>	<b>LEGAL BASIS</b>
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The legal basis of this Agreement is based on the following provisions:

- 3.1. Constitution of Peru.
- 3.2. Law No. 28044 – General Law on Education.
- 3.3. Law No. 30220 – University Law.
- 3.4. Law No. 30879 – Public Sector Budget Act for Fiscal Year 2019.
- 3.5. Decree Law No. 25762 – Organic Law of the Ministry of Education, as amended by Law No. 26510.
- 3.6. Law No. 29733 – Personal Data Protection Act.
- 3.7. Law No. 29837 creating the National Program of Scholarships and Educational Credit, as amended by the Sixth Amending Supplementary Provision of Law No. 30281, Public Sector Budget Act for fiscal year 2015.
- 3.8. Legislative Decree No. 1071, which rules Arbitration.
- 3.9. Legislative Decree No. 1440 – Legislative Decree of the National Public Budget System.
- 3.10. Supreme Decree No. 003-2008-PCM, which prohibits the use of the name of the Ministries and Decentralized Public Agencies, as well as the acronyms and institutional logos without the respective authorization.
- 3.11. Supreme Decree No. 003-2013-JUS – Regulations of the Law on the Protection of Personal Data.
- 3.12. Supreme Decree No. 013-2012-ED, approving the Regulations of Law No. 29837 – Law creating the National Program of Scholarships and Educational Credit, as amended by Supreme Decrees No. 008-2013-ED and 001-2015-MINEDU, hereinafter the REGULATION.
- 3.13. Supreme Decree No. 001-2015-MINEDU – Regulations on Organization and Functions of the Ministry of Education.
- 3.14. TUO of Law No. 27444 – Law on General Administrative Procedure, approved by Supreme Decree No. 004-2019-JUS.
- 3.15. Ministerial Resolution No. 458-2014-MINEDU, which approves the Manual for the Use of the Official Logo and Graphic Identity of the Ministry of Education.
- 3.16. Ministerial Resolution No. 705-2017-MINEDU approving the PRONABEC Operation Manual – MOP.
- 3.17. General Secretariat Resolution No. 211-2017-MINEDU approving Directive No. 003-2017-MINEDU/SG "Formulation, revision, implementation, monitoring and evaluation of Conventions concluded by the Ministry of Education".
- 3.18. Executive Resolution No. 188-2018-MINEDU/VMGI-PRONABEC approving the Technical Standard called "Standards for the Implementation of Grants for Studies Abroad " and its erratum.



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**FOURTH CLAUSE: OBJECTIVE**

The purpose of this Agreement is to lay the foundations for collaboration between **THE PARTIES** to promote the access, retention and completion of graduate studies to **PRONABEC** scholars registered in **CALDO** Member Universities, with the purpose of strengthening and deepening the academic knowledge, as well as promoting scientific research in order to respond to the needs of the country, especially those in the scholars' place of origin.

**FIFTH CLAUSE COMMITMENTS OF THE PARTIES**

**THE PARTIES** agree to the following:

**5.1. CALDO commitments.**

**Promotion.**

**5.1.1. CALDO** is committed to promoting its Member Universities, each time they are eligible based on ranking and cost-financing, to Peruvian university graduates with high academic performance that are eligible for the *Beca Presidente de la Republica*, in order to encourage the professional development of those students.

**Information.**

**5.1.2.** CALDO Member Universities will provide up-to-date information on each of their official pages on available academic programs and opportunities for Peruvian students who wish to pursue graduate studies through the *Beca Presidente de la Republica*. Peruvian students will need to confirm the eligibility of their program of choice in advance, by email ([graduate.coordinator@caldo.ca](mailto:graduate.coordinator@caldo.ca)), with the CALDO graduate program coordinator.

**5.1.3.** Once a year, before the beginning of the fall semester and before **PRONABEC** scholarship recipients leave for Canada, CALDO will organize an online information session via teleconference on life in Canada (online pre-departure webinar).

**5.1.4.** Provide information to **PRONABEC** scholarship recipients on access to housing and food (in university residences, if available, or in semi-private or private student accommodations), as well as access to its counseling and orientation services.

**Administrative and educational services.**

**5.1.5.** CALDO member universities will provide the documentation, in accordance with International student admission process and Canadian Migration Law, needed to obtain the Student Visa for the entire length of the master's or PhD program chosen by the candidate. All students will be subject to the rules and regulations of Immigration, Refugees and Citizenship of Canada regarding visa requirements and study permits.

**5.1.6.** Provide support in the registration process and educational services to **EL PRONABEC** scholarship recipients, as appropriate, to begin, continue and complete their postgraduate studies.



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- 5.1.7. Provide all necessary documentation needed by scholarship recipients to complete their obligations towards **PRONABEC**.
- 5.1.8. Provide support and facilitate the administrative process for **PRONABEC** scholarship recipients to obtain their master's or Doctoral degree, upon completion of their graduate studies.
- 5.1.9. Provide a well-equipped research space for each **PRONABEC** scholarship recipient in order to allow for the normal development and completion of their research activities.
- 5.1.10. **CALDO** and its member universities declare being aware of the following:
  - a. **EL PRONABEC** is legally prohibited from paying for the repetition of a course in which a scholarship recipient did not obtain a satisfactory grade, and as such cannot be invoiced by **CALDO** or its Member Universities for those courses in the following academic period. Courses that must be repeated will be the responsibility of the student (time and cost).
  - b. **EL PRONABEC** declares the loss of the scholarship for all scholars who obtain an unsatisfactory average in an academic period. As such, neither **CALDO** nor the Member Universities will enrol in the next academic term the scholarship holder who is not eligible to continue as a result of inadequate academic performance according to the scholarship rules.

**On financial services**

- 5.1.11. **CALDO** will provide to **EL PRONABEC**, in advance, information on the annual academic costs or academic costs per semester, for each scholarship recipient.
- 5.1.12. The **CALDO** Member University will cover the international student differential tuition fee (difference between the tuition fee established for International Students and the tuition fee established for Canadian Students) for up to four years of study in a doctoral program. Some **CALDO** Member Universities, in accordance with the individual policies of each university, may cover the difference between the tuition fee for foreign students and the tuition fee for resident students, up to two (2) years of full-time study in a research (thesis-based) master's program. Professional or Course-based master's programs are not covered by this agreement and therefore will be offered at the regular international student tuition rate.
- 5.1.13. **EL PRONABEC** will obtain, through the Academic and Project Manager at **CALDO** ([graduate.coordinator@caldo.ca](mailto:graduate.coordinator@caldo.ca)), the tuition costs for different master's programs at each of its Member Universities, in order to confirm if those programs are included in this agreement and eligible to the international differential tuition waiver.
- 5.1.14. **CALDO** will send a centralized email with the invoices issued by each **CALDO** Member University, corresponding to the costs of tuition and student fees, to the responsible official(s) at **EL PRONABEC**.  
**Reporting.**

- 5.1.15. At the end of each semester, **CALDO** Member Universities will provide to **PRONABEC** scholarship recipients with their transcripts and/or academic progress reports.





5.1.16. CALDO will not charge additional administration fees for these services.

5.1.17. CALDO Member Universities will provide, at the beginning of each academic period, the invoice for all students sponsored by **EL PRONABEC**, with the tuition and student fees in accordance with article 5.1.13.

#### Follow-up and monitoring of scholarship recipients.

5.1.18. Provide academic mentoring and monitoring to **PRONABEC** scholarship recipients, as well as support during their studies at the university, within the free support mechanisms provided by the different CALDO Member Universities.

#### 5.2. EL PRONABEC commitments.

##### Promotion.

5.2.1. To facilitate the promotion of eligible graduate programs, **EL PRONABEC** will install on its institutional website a direct link to the CALDO website with appropriate promotional information, provided by CALDO or the corresponding CALDO Member University, including admission requirements for graduate studies via the Scholarships Presidente de la República.

##### Information on the status of Scholarship holders

5.2.2. Timely inform the granting of the scholarship status to the students who obtained admission to one of the Member Universities of CALDO.

5.2.3. Inform CALDO the resolutions issued by EL PRONABEC that provide:

- a) Recognition of the academic calendar.
- b) Application of sanctions to the fellows: reprimand for breach of their obligations and loss of scholarship;
- c) Approval of your resignation.
- d) Acceptance or denial of requests for any procedure.

##### Funding

5.2.4. **EL PRONABEC**, undertakes to cover the costs established in the guidelines of the calls for the President of the Republic Scholarship for those to whom the aforementioned scholarship is awarded, in accordance with the provisions of the "Regulations for the Execution of Grants for Studies Abroad, the Law N ° 29837 and its Regulation.

##### Follow-up and monitoring of the Scholarship holders

5.2.5. Carry out the follow-up and permanent monitoring of the fellows, to guarantee the permanence and completion of their studies.

5.2.6. CALDO and its members recognize that EL PRONABEC will take the corresponding administrative actions with those scholars who do not meet the established academic requirements or are disapproved, as well as the breach of the rules of coexistence established by the Member Universities.

##### Common Commitments



5.2.7. Promote actions that contribute to mutual support for the implementation of joint activities in favor of the objective of this agreement.

**SIXTH CLAUSE: FINANCING**

6.1 The fulfillment of this agreement will not generate additional expenses for either of **THE PARTIES**

**SEVENTH CLAUSE: INTERINSTITUTIONAL COORDINATION**

7.1. In order to achieve the object and commitments agreed in this Agreement, **THE PARTIES** agree to designate as Interinstitutional Coordinators:

By **EL PRONABEC**

- Incumbent: Director of Administrative System III of the Office of National Coordination and International Cooperation.
- Alternate: Director of Administrative System III of the Office of Scholarship Management

By **CALDO**

- Incumbent: Academic and Program Manager.

7.2 **THE PARTIES** may replace those designated in this document, by written communication sent to the other party. The change will take effect seven (07) calendar days after receiving the respective communication.

**EIGHTH CLAUSE: VALIDITY**

8.1. This Interinstitutional Collaboration Agreement is valid for five (05) years, as of the date of the signature of this agreement. It may be renewed for a period shorter or of equal length, by mutual written consent by both parties. **THE PARTIES** will inform each other of their intention to renew the agreement, in writing, at least 180 days prior to the expiration of this agreement.

8.2. Upon the expiration of this agreement, **THE PARTIES** will honour commitments to students who began their studies at a CALDO Member University, as long as the student meets the terms and conditions established by the parties to receive the funding.

**NINTH CLAUSE: MODIFICATION**

Any extension, modification and / or interpretation of the terms and commitments contained in this agreement must be made through the subscription of addendum, which must be signed under the same modality and formalities of this document and will be an integral part of this agreement.

**TENTH CLAUSE: TRANSFER OF AUTHORITY**





**EL PRONABEC** and **CALDO** do not have the authority to transfer its position as a party in the current agreement, unless there is prior consent and authorization, which will be enforced through the subscription of an addendum.

**ELEVENTH CLAUSE: RESOLUTION**

- 11.1. If deemed pertinent, any of **THE PARTIES** may terminate this agreement, for the following reasons:
  - 11.1.1. For breach of any of a term or condition of this Agreement. In case of a breach that fails to be remedied within fifteen (15) business days, the affected party will provide a written request that the other party fulfill its commitments in full within thirty (30) business days, otherwise the agreement will be terminated.
  - 11.1.2. By mutual agreement. The resolution will take full effect on the date that **THE PARTIES** agree in writing.
  - 11.1.3. Due to demonstrated circumstances of an economic or administrative nature. The resolution will take full effect on the date that one of **THE PARTIES** communicates to the other, in writing.
  - 11.1.4. Events outside of the control of **THE PARTIES** or force majeure that prevents compliance. The resolution will take full effect on the date that either of the **PARTIES** communicates to the other, in writing.
- 11.2. In case this agreement is terminated, **THE PARTIES** agree to honour commitments to scholarship holders who began their studies during the term of this agreement.

**TWEFTH CLAUSE: DATA PROTECTION AND PRIVACY**

**THE PARTIES** agree that they will comply independently and at all times with the privacy and access laws of the jurisdiction governing them.

For the purposes of this Agreement, confidential information is understood to be any information on a person that can identify him/her or through which the person can be identified, such as their name, address, email, phone number, date of birth, academic records and any other element of identification.

**THIRTEENTH CLAUSE: DISPUTE SETTLEMENT**

- 13.1. **THE PARTIES** will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to this agreement or any breach of it, through mutual consultation, acting in good faith, and in accordance to their common objectives.
- 13.2. In case the controversy persists, the parties express their will to submit to awareness or equity arbitration, in accordance with the provisions of Legislative Decree No. 1071, which regulates arbitration, by an arbitrator of the Arbitration Center of the Chamber of Commerce of Lima.. Arbitration will take place in Lima, Peru, and the costs related to said arbitration will be covered by both parties in equal proportion.



**FOURTEENTH CLAUSE: FINAL PROVISIONS**

14.1. Any communication between THE PARTIES will be done through the valid and legal channels established in the introductory paragraph of this agreement, unless otherwise stipulated for specific situations indicated in this agreement.

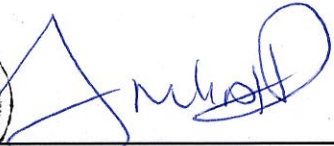
- a. Changes to the address of either Party will be communicated to the other Party fifteen (15) business days in advance; otherwise, any communication or notification sent to the address indicated in the introduction of this agreement will have all its legal effects.

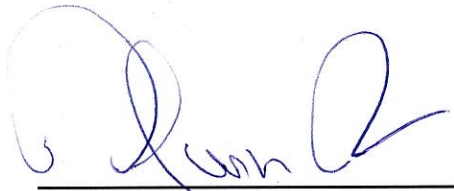
The PARTIES being in accordance with the terms and conditions of this agreement, they sign in conformity in four (04) copies, two (02) in Spanish and two (02) in English. In case of divergence in the interpretation of the Agreement, the Spanish version prevails.

**FOR EL PRONABEC**

**FOR CONSORCIO CALDO**



  
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**Sandro Luis Parodi Sifuentes**  
Executive Director  
PRONABEC

  
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**Dr. Alain Boutet**  
Chair  
CALDO Consortium

Date: 19 DIC. 2019







## ANNEXE 1

CALDO is a non-governmental and non-profit consortium. CALDO acquired legal status and was officially incorporated under the Canada Nonprofit Corporations Act (NPF Act) in January 2014

At the date of signature of this Agreement, the following Canadian universities are members of the CALDO Consortium:

- University of Alberta
- University of Calgary
- Dalhousie University
- Université Laval
- University of Ottawa / Université d'Ottawa
- University of Saskatchewan
- University of Toronto
- Waterloo University
- Western University



This document is a faithful translation from Spanish to English of the original document entitled CONVENIO DE COLABORACIÓN INTERINSTITUCIONAL ENTRE EL PROGRAMA NACIONAL DE BECAS Y CREDITO EDUCATIVO Y EL CONSORCIO CALDO.  
Translated by Marie-Eve Bérubé, Academic and Project Manager, CALDO Consortium

A handwritten signature in blue ink, consisting of stylized letters that appear to be "MB".