



PERÚ

Ministerio de Educación

MACQUARIE UNIVERSITY



CONVENIO N° 047-2013-MINEDU

AGREEMENT FOR INTERINSTITUTIONAL COLLABORATION BETWEEN THE MINISTRY OF EDUCATION OF PERU AND MACQUARIE UNIVERSITY

This document certifies the Agreement of Interinstitutional Cooperation for the implementation of Graduate Scholarships between THE MINISTRY OF EDUCATION OF PERU, with RUC N° 20131370998, hereafter THE MINISTRY, with legal address in Calle Del Comercio N° 193 – San Borja – Lima 41 – PERÚ, represented by the Chief of the Scholarships and Educative Credits Office (OBEC), Dr. Raúl CHOQUE LARRAURI, identified with DNI N° 23266921 and appropriately authorized to celebrate this agreement as stated in the Resolución Ministerial N° 010-2013-ED, and MACQUARIE UNIVERSITY with address in Level 1, Building E3A | Macquarie University | NSW | 2109, hereafter THE ENTITY, represented by Professor Judyth Sachs, the Deputy Vice-Chancellor (Provost), identified with CRICOS Provider Code 00002J assigned by the Commonwealth Government of Australia, who is appropriately authorized to celebrate this agreement, under the terms and conditions expressed as follows:

FIRST: THE PARTIES

THE MINISTRY is the instance of the Peruvian Government in charge of defining, directing and articulating policies regarding education, culture, recreation and sports in accordance with the general policies of the State.

OBEC, is the body of THE MINISTRY in charge of elaborating, proposing and executing policies related to the awarding of scholarships and academic loans through its Executive Unit N° 117: National Scholarship and Academic Loans Program, hereafter PRONABEC, is the functional structure in charge of the design, planning, managing, monitoring and evaluating of scholarships and loans 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.

THE ENTITY is Macquarie University, a body corporate established under the *Macquarie University Act 1989* (NSW), being ranked No. 233° according to QS World University Ranking in the year 2012.

SECOND. – BACKGROUND

The Agreement of Inter institutional Cooperation, between THE MINISTRY and THE ENTITY, evidences the intention of the parts to strengthen their efforts to increase the offer of Graduate Scholarships (as defined in the Fifth Article below) 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 "Programa Nacional de Becas y Crédito Educativo", hereafter PRONABEC, which is in charge of the design and the management of undergraduate and graduate scholarship programs and aims to contribute to the academic excellence in higher education created by Supreme Decree 017-2011-ED.
- 3.2. Supreme Decree N° 013-2012-ED, approves the Rules and Regulations of the Law 29837.
- 3.3. Ministerial Resolution N° 0108-2012-ED, approves the Operations Manual – MOP of PRONABEC.

FOURTH. – GENERAL OBJECTIVE

The general objective of this agreement is to further the efforts of the Peruvian Government 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.





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FIFTH. – SPECIFIC OBJECTIVE

To promote the access of Peruvian students and professionals with excellent academic performance and insufficient economic resources to the graduate programs offered by THE ENTITY through the financing, by the Peruvian Government, of up to 50 students every year in Master and Doctorate programs related to Science and Technology, referred to in this agreement as the 'Graduate Scholarship' and 'scholarship holder' shall have a corresponding meaning.

The length of each Graduate Scholarship is determined by the program of choice according to the parameters of THE ENTITY in relation to the Master and Doctorate programs specified in Annex 1 of this agreement which should contemplate an extra period of up to six months in order to give time for each scholarship holder to obtain their degrees.

SIXTH. – COMMITMENTS OF THE PARTIES

6.1. COMMITMENTS OF THE ENTITY

THE ENTITY assumes the following commitments:

- 6.1.1. Notify THE MINISTRY of the amount of the tuition fees for the Masters and Doctorate programs specified in Annex 1, so THE MINISTRY can meet its obligations under 6.2.1 of this agreement. Such tuition fees will be the standard tuition fees for the relevant Master and Doctorate academic programs as stipulated in the letters of offer sent to each prospective student and published at THE ENTITY's website from time to time.
- 6.1.2. Grant the acceptance admission letter to every student that meets THE ENTITY's entry requirements in order to fulfill one of the prerequisites to obtain a Graduate Scholarship given by the Peruvian Government.
- 6.1.3. Facilitate the documentation needed to obtain the Student Visa for the entire length of the graduate program chosen by the student.
- 6.1.4. Provide tutoring and academic mentoring and support to the scholarship holders during their graduate studies period.
- 6.1.5. Send to THE MINISTRY, at the end of each academic period, a complete report on the academic progress and disciplinary status of each scholarship holder.
- 6.1.6. Provide English language classes at the Language Center of THE ENTITY, where required, for example, if the scholarship holder does not meet the English language entry requirements.
- 6.1.7. Provide information about the Master and Doctorate academic programs offered by THE ENTITY that are officially accredited internationally.
- 6.1.8. Provide to THE MINISTRY, 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 Master and Doctorate programs offered by THE ENTITY, and if possible and applicable, the access links to its entry requirements.
- 6.1.9. Provide information and advice about room and board facilities to scholarship holders.
- 6.1.10. Provide facilities for the scholarship holders to start their research work from the beginning of their studies in order to have it done by the end of their academic program.
- 6.1.11. Facilitate a well-equipped research space to each scholarship holder to help them in the normal development of their research activities.
- 6.1.12. Notify THE MINISTRY if a scholarship holder fails any subject in his or her academic degree program, and not re-enrol the student in that subject unless with the prior written approval of PRONABEC.
- 6.1.13. Notify THE MINISTRY if the scholarship holder does not achieve, across all subjects taken for the academic program in any particular semester, an average score of Grade 2 pass level





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under the THE ENTITY's grading system (which is equivalent to a minimum score of 11 under the Peruvian grading system) so THE MINISTRY can take such action it considers appropriate including the cancellation of the Graduate Scholarship for the particular student and the repatriation of the student to Peru. In addition, THE ENTITY must not enrol the scholarship holder in further subjects unless with the prior written approval of PRONABEC.

6.2. COMMITMENTS OF THE MINISTRY

THE MINISTRY, through PRONABEC, commits to:

- 6.2.1. Cover all tuition costs of each Peruvian scholarship holder in accordance with the payment procedure set out in Annex 2. The annual costs must be informed to THE MINISTRY by THE ENTITY as required under 6.1.1.
6.2.2. Grant an annual stipend for the concept of living expenses, paid in 12 equal parts on a monthly basis to each scholarship holder.
6.2.3. Grant an annual stipend for academic materials to each scholarship holder.
6.2.4. Provide roundtrip flight tickets to each scholarship holder; Lima - Sydney (at the beginning of the academic program) and Sydney - Lima (at the end of the academic program).
6.2.5. Cover the degree certification costs.
6.2.6. Provide and cover costs for appropriate insurance cover to each scholarship holder to the satisfaction of THE ENTITY such cover to include repatriation.
6.2.7. Provide English courses to each scholarship holder of the Peruvian Government. The courses must be undertaken at the Language centers of THE ENTITY.

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 inconveniences and the possible improvements in the execution of this agreement.

6.4. ESOS Act

The parties acknowledge that THE ENTITY must comply with the Australian Education Services for Overseas Students Act 2000 ("ESOS Act"), and in accordance with its obligations under the ESOS Act, THE ENTITY will provide THE MINISTRY with accurate information and material (including electronic information and material) about studying at THE ENTITY ("Macquarie Information"). THE MINISTRY agrees to:

- (a) ensure that each prospective scholarship holder is provided with the Macquarie Information; and
(b) identify THE ENTITY as the provider of the Graduate Scholarship programs in Australia and include THE ENTITY's CRICOS Provider Code 00002J in all information and material (including electronic information and material) concerning the Graduate Scholarship programs. Such material will generally be provided by THE ENTITY and must not be modified without the prior written approval of THE ENTITY.

SEVENTH. - THE FINANCING

7.1 Subject to numeral 7.2 below, THE MINISTRY will cover the costs of its commitments indicated in numeral 6.2 of the Sixth Article and only in respect of tuition costs for those academic programs set out in Annex 1.



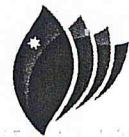
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- 7.2 THE MINISTRY will not cover the costs of its commitments indicated in numeral 6.2 if a student: (a) fails any subject in his or her academic degree program and re-enrolls in that failed subject, in which case the scholarship holder will be liable for its costs for undertaking that subject again; or (b) does not achieve, across all subjects taken for the academic program in any particular semester, an average score of Grade 2 pass level under the THE ENTITY's grading system (which is equivalent to a minimum score of 11 under the Peruvian grading system) and THE MINISTRY has cancelled the Graduate Scholarship for that particular student.
- 7.3 THE ENTITY will assume the costs of its commitments indicated in numeral 6.1 of the Sixth Article, with the objective that the scholarship holders can access, stay and finish their studies in THE ENTITY provided they have meet all applicable program requirements in order to obtain their Masters or Doctorate degree.
- 7.4 The financing commitment of THE MINISTRY under this agreement 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.

EIGHT. – INTERINSTITUTIONAL COORDINATION

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 THE MINISTRY

- Responsible : Executive Director of PRONABEC
- Alternative : Chief of the Graduate Scholarships Office of PRONABEC.

For THE ENTITY

- Responsible : Deputy Vice-Chancellor (Provost)
- Alternative : Executive Dean of Business and Economics

THE MINISTRY, through PRONABEC, and THE ENTIIY shall substitute their Interinstitutional Coordinators when considered appropriate and must promptly provide a letter of substitution to the other party if a substitution occurs.

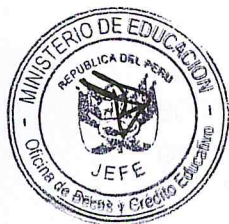
The substitution must take effect starting the seventh day after receipt of the letter of substitution given by the counterpart.

NINTH. – LENGTH OF THE AGREEMENT VALIDATION

This agreement shall commence on the date of last signature and shall continue for a period of three (03) years, unless it is terminated earlier in accordance with the terms of this agreement. At the expiry of the agreement, the parties may agree in writing to extend the length of this agreement for an appropriate duration having regard to the status of the scholarship holder's progress through his or her academic program.

TENTH. – AGREEMENT MODIFICATIONS

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



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ELEVENTH. – SOLUTIONS TO CONTROVERSIES

- 11.1 Any controversies, discrepancies or demands derived from this agreement, including the ones concerning its expiration, nullity, execution, compliance or interpretation (each a "Dispute") shall be settled by the Institutional Coordinators of the parties through mutual consultation acting in good faith and in accordance with their common objectives.
- 11.2 If a Dispute persists for more than 21 days, the Institutional Coordinators of the parties shall refer the matter to the Deputy Vice-Chancellor of THE ENTITY and the Office of Legal Counsel of PRONABEC for resolution. If the Dispute is not resolved within 14 days, then either party may: (a) pursue any other procedures available at law for the resolution of the dispute, including the commencement of court proceedings; or (b) elect to end this agreement under numeral 12.2, but the effective date of termination will be 2 weeks after the notice of termination is received by the other party.
- 11.3 The parties must continue to perform their obligations under this agreement, despite the existence of any Dispute.
- 11.4 Subject to 11.5, the parties must not commence court proceedings in relation to a Dispute until they have followed the procedures set out in this Eleventh Article.
- 11.5 Nothing in this agreement prevents a party from seeking urgent injunctive or equitable relief.

TWELVETH. – FINAL DISPOSITIONS

- 12.1. The parties that subscribe to this agreement certify that their addresses are as expressed in the introduction section of this document to which they will be receiving letters and notifications. Any variations in the addresses of the parties will take effect on the tenth day after receiving the letter that communicates the changes.
- 12.2. This agreement can be ended by a certified signed letter by any of the parties and will take effect three months after being received by the other party.
In the case this agreement is ended, the Government of Peru will be responsible of covering the charges to which it has committed through PRONABEC until the completion of the study program of the scholarship holder in THE ENTITY.



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12.3. Nothing in this agreement shall be construed as creating a relationship of agency, partnership or joint venture between the parties.

In absolute conformity, the parties proceed to sign this agreement in two sets of 03 original copies each, one in Spanish and the other in English, both equal in content and authenticity.



For THE MINISTRY
[Signature]
Dr. Raúl Choque Larrauri

Chief of OBEC
Date: 25 MAR. 2013

Executed for and on behalf of **MACQUARIE UNIVERSITY** under power of attorney in registered Book 4640 No. 576 who certifies that he/she has not received notice of revocation of that Power in the presence of:

[Signature]
Witness Signature

MARYSIA COWLEY
Print Name

[Signature]
Attorney Signature

PAUL LUTTRELL
GENERAL COUNSEL
MACQUARIE UNIVERSITY
Print Name

Macquarie University
Print address

Print Title

[Signature]
Witness Signature

Lorraine Clark
Print Name

[Signature]
Attorney Signature

Prof Judyth Sachs
Deputy Vice-Chancellor
Print Name (Provost)

MACQUARIE UNIVERSITY
Print address

Print Title



[Signature]





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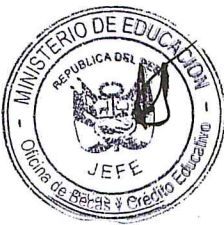
ANNEX 1:

MACQUARIE UNIVERSITY – SCIENCE AND TECHNOLOGY ACADEMIC PROGRAMS

(http://www.mq.edu.au/future_students/international/courses_and_study_options/)

Course names may change from time to time, due to curriculum renewal for example. In which case THE ENTITY will notify PRONABEC of any changes to current course names contained in this Annex:

1. Doctor of Philosophy (PhD): Only in area of science/technology study and must be specified in offer letter.
2. Master of Applied Statistics
3. Master of Arts with a specialization in Human Geography
4. Master of Biostatistics
5. Master of Biotechnology
6. Master of Climate Change
7. Master of Development Studies and Culture Change
8. Master of Economics with a specialization in Development
9. Master of Economics with a specialization in Economic Analysis and Policy
10. Master of Economics with a specialization in Econometrics
11. Master of Economics with a specialization in Financial Economics
12. Master of Environment
13. Master of Engineering Management: This Master is available only for Contest 2013-I and 2013-II and will not be included in future.
14. Master of Environment with a specialization in Environmental Management
15. Master of Environmental Planning
16. Master of Environmental Planning with a specialization in Environmental Planning Practice
17. Master of Environment with a specialization in Environmental Science
18. Master of Environment with a specialization in Environmental Studies
19. Master of Information Technology
20. Master of Information Technology Consulting
21. Master of Information Technology with a specialization in Management
22. Master of Information Technology with a specialization in Information Systems
23. Master of Information Technology with a specialization in Networking
24. Master of Information Technology with a specialization in System Security
25. Master of Information Technology with a specialization in Software Engineering
26. Master of Information Technology with a specialization in Web Technologies
27. Master of International Environmental Law
28. Master of International Relations
29. Master of Laboratory Quality Analysis and Management
30. Master of Marine Science and Management
31. Master of Policing, Intelligence and Counter Terrorism
32. Master of Policing, Intelligence and Counter Terrorism with the degree of Master of International Security Studies
33. Master of Policy and Applied Social Research
34. Master of Politics and Public Policy
35. Master of Science with a specialization in Environmental Health
36. Master of Research – Only in area of science/technology study and must be specified in offer letter
37. Master of Science with a specialization in Biodiversity Conservation
38. Master of Science with a specialization in Remote Sensing and GIS
39. Master of Science with a specialization in Geoscience
40. Master of Sustainable Development
41. Master of Wildlife Management



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ANNEX 2

PAYMENT PROCEDURE

THE MINISTRY (through PRONABEC) will pay THE ENTITY the tuition and related fees by electronic transfer to a bank account in Australia nominated by THE ENTITY no later than one calendar month from the date of receipt of an invoice from THE ENTITY.

Invoices for tuition fees for any English language courses that a scholarship holder is required to undertake at the THE ENTITY's English Language Centre will be issued at the time of enrolment in English classes.

All invoices for Masters and Doctorate course tuition fees will be issued by THE ENTITY at the time of the official census date for Australian universities, which as at the date of this agreement, is 31 March for Semester 1 and 31 August for Semester 2.

All invoices shall be supported by a report that details the services provided, in addition to the academic report, attendance record of scholarship holders and research progress to obtain the title, if applicable.

THE ENTITY will issue all invoices to PRONABEC at the following address:

Attention: MAX TELLO CHARUN

Jefe de la Oficina de Becas Postgrado - PRONABEC

Calle Las Letras N° 385 – San Borja – Lima 41 - Perú

or any alternative address notified by THE MINISTRY to THE ENTITY from time to time.



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