

CONVENIO N° 521 -2012 -MINEDU
AGREEMENT FOR INTER-INSTITUTIONAL COLLABORATION

BETWEEN

THE MINISTRY OF EDUCATION OF PERU

AND

THE UNIVERSITY OF ADELAIDE

This document is an agreement for the implementation of Graduate Scholarships between:

THE MINISTRY OF EDUCATION OF PERU, with RUC N° 20131370998, hereafter **THE MINISTRY**, of Avenida La Arqueología y Calle Del Comercio – San Borja – Lima 41 – PERÚ, represented by the Chief of the Scholarships and Academic Loans Office (OBEC), Dr. Raúl CHOQUE LARRAURI, identified with DNI N° 23266921 and appropriately authorized to celebrate this agreement as stated in the Resoluciones Ministeriales N°009-2012-ED y 314-2012-ED, and

THE UNIVERSITY OF ADELAIDE of North Terrace, Adelaide SA 5005 AUSTRALIA, hereafter **UA**, represented by the Pro Vice-Chancellor (International) Professor Kent Anderson who is appropriately authorized to enter into this agreement.

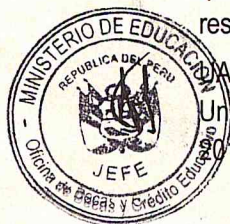
FIRST. - THE PARTIES

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, which 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.

UA is a distinguished research-intensive university in South Australia, established in 1874, which offers high quality research, postgraduate and undergraduate degree programs with a range of educational and research activities.

UA is ranked 102 in the QS World University Rankings, 201 – 300 in the Academic Ranking of World Universities (ARWU), and 176 in the Times Higher Education World University Ranking, as published in 2012.



SECOND. - BACKGROUND

This Agreement between THE MINISTRY and UA, indicates the intention of the parties to strengthen their efforts to increase graduate scholarships at UA to citizens of Peru, with the objective of boosting Peru's human capital with adequate training and research-promoting competitiveness, and scientific and technology development.



THIRD. - LEGAL FRAMEWORK

3.1 Law 29837, creates the National Scholarship and Academic Loans Program, hereafter PRONABEC, which is in charge of the design and the management of undergraduate and graduate scholarship



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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 that approves the Rules and Regulations of the Law 29837.

3.3 Ministerial Resolution N° 0108-2012-ED that approves the Operations Manual – MOP of PRONABEC.

FOURTH. - GENERAL OBJECTIVE

The general objective of this Agreement is to give effect to 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.

FIFTH. - SPECIFIC OBJECTIVE

The specific objectives of this Agreement is to promote the access of Peruvian students and professionals with excellent academic performance and insufficient economic resources to the graduate programs offered by UA through the financing by the Peruvian Government of up to 50 students every year in Master and Doctoral programs related to Science and Technology.

The length of the Graduate Scholarships is determined by the program of choice according to the parameters of UA below, but which should contemplate an extra period of up to six months in addition to the durations stated in order to give time to scholarship holders to obtain their degrees.

<u>PROGRAM</u>	<u>DURATION</u>
<u>PhD programs</u>	<u>Up to four (4) years</u>
<u>Masters by Research programs</u>	<u>Two (2) years</u>
<u>Postgraduate Coursework programs</u>	<u>Up to two (2) years</u>

THE PARTIES acknowledge that this agreement records the pilot of this scholarship program at UA and shall apply to only one student in 2012 (or such other number of students as agreed in writing). THE PARTIES anticipate entering into a further more detailed agreement expanding this scholarship program in the future.

SIXTH. - OBLIGATIONS OF THE PARTIES

6.1. OBLIGATIONS OF UA

UA shall :

- 6.1.1. Issue an acceptance admission letter to every student who has met UA's entry requirements, which letter shall contain as a minimum:
 - a. Confirmation that the student has fulfilled UA's entry requirements (academic and linguistic);
 - b. Confirmation that the student is offered a place in one of UA's graduate programs;
 - c. Set the deadline for payment of registration and/or tuition fees for the first academic period.
- 6.1.2. Facilitate the documentation needed to obtain the Student Visa for the entire length of the graduate program chosen by the student.
- 6.1.3. Provide tutoring and academic mentoring as well as orientation and ongoing support to the Scholarship awardees during their graduate studies period.
- 6.1.4. 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, provided that UA has



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received the written consent of the relevant student permitting such disclosure by UA in compliance with relevant Australian privacy legislation.

- 6.1.5. Provide English immersion classes to each scholarship holder deemed by UA as needing training to meet the English language proficiency requirements for admission; such classes to be held at the Language Centre of UA, and at THE MINISTRY'S cost pursuant to clause 6.2.7.
- 6.1.6. Provide information about the Master and Doctorate academic programs officially accredited internationally.
- 6.1.7. Assist THE MINISTRY to install in the institutional electronic portal of PRONABEC a direct link to UA's website in order to facilitate the access to the information concerning the Master and Doctorate programs offered by UA, and if possible and applicable, the access links to its practice admissions exams.
- 6.1.8. Provide room and board information and advice to scholarship holders.
- 6.1.9. Encourage and 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.
- 6.1.10. Facilitate a well-equipped research space to each scholarship holder of the Peruvian Government in order to guarantee the normal development of their research activities.
- 6.1.11. Not re-enroll in the next academic term any student who failed in the previous academic term (unless approved by THE MINISTRY) and immediately inform THE MINISTRY to take action to the repatriation of the student.

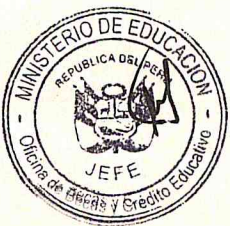
6.2. OBLIGATIONS OF THE MINISTRY

THE MINISTRY, through PRONABEC, shall:

- 6.2.1. Cover the total tuition costs, student amenities fees and compulsory Overseas Student Health Cover costs (see clause 6.2.5) of each Peruvian scholarship holder. The annual costs must be informed to THE MINISTRY by UA.
- 6.2.2. Grant an annual stipend for the concept of living expenses, paid in 12 equal parts month to each scholarship holder.
- 6.2.3. Grant an annual stipend for the concept of academic materials.
- 6.2.4. Provide roundtrip flight tickets to each scholarship holder; Lima - Adelaide (at the beginning of the academic program) and Adelaide - Lima (at the end of the scholarship).
- 6.2.5. Provide a health insurance cover to each scholarship holder. Must include repatriation. As a minimum, each scholarship holder is required by the Australian Government and by UA to purchase the Australian Government approved Overseas Student Health Cover for the duration of their student visa in South Australia. UA will arrange (single) Overseas Student Health Cover for the full duration of the student's visa and invoice THE MINISTRY.
- 6.2.6. Cover the costs of English courses to each scholarship holder of the Peruvian Government. The courses must be taken at the Language Center of the University.

6.3. COMMON OBLIGATIONS

- 6.3.1. Elaborate a joint program every year aiming to achieve the objectives of the commitments contemplated on 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.



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SEVENTH. – THE FINANCING

THE MINISTRY will cover the costs of the concepts indicated in clause 6.2, except for any costs associated with a scholarship holder repeating a failed course, and UA will assume the costs indicated in clause 6.1 unless otherwise indicated, with the objective that the Peruvian scholarship holders can access, stay and finish their studies at UA and obtain their degree. As there are no degree certification costs at UA, a student will automatically be conferred with their degree upon successful completion of their program unless there are any outstanding financial obligations to the UA as discussed in clause 11. The financing corresponding to THE MINISTRY 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. – INTER-INSTITUTIONAL COORDINATION

For the adequate follow up, supervision and monitoring of compliance with the obligations under this agreement, the parties agree to appoint as Inter-institutional 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 UA

- Responsible : Pro Vice-Chancellor (International)
- Alternative : Director, International Office

THE MINISTRY, through PRONABEC, and UA may at any time replace their inter-institutional coordinators when considered appropriate by giving notice to the other party.

The replacement will take effect 7 days after receipt of such notice by the other party.

NINTH.– TERM OF THIS AGREEMENT

The term of this agreement is four (04) years, starting from the date of signature by the parties.

At the expiry of this Agreement the obligations of the parties will remain in effect until fulfilled.

TENTH. – AGREEMENT MODIFICATIONS

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

ELEVENTH. – DISPUTES

If payments are outstanding three months after the invoice date, in relation to a student whose fees are unpaid, until all outstanding fees for those students are paid UA has the right to terminate this agreement by giving notice to the MINISTRY and/or to restrict access to the following UA services in relation to that student: enrolment, issuing academic transcripts, conferral of degree.



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UA reserves the right to cancel a student's enrolment at any time on the grounds of misleading or inaccurate documentation, a failure to meet notified conditions, for reasons of unsatisfactory progress, or for disciplinary offences dealt with in accordance with UA's Rules for Student Conduct.

Any other disputes or demands arising from this agreement, including in relation to its expiration, nullity, execution, compliance or interpretation, shall be settled by THE PARTIES through mutual consultation acting in good faith and in accordance with their common objectives.

In the event that the dispute cannot be resolved, the issue(s) will be submitted for arbitration. Each party will appoint a member of the arbitration panel, and one member will be chosen by mutual consent. The seat of arbitration shall be Lima, Peru. The language of the arbitration shall be Spanish. The dispute shall be resolved in keeping with the provisions of this Agreement and the substantive law of Peru. The award of the respective arbitration shall be binding upon both parties. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration.

The arbitration 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.

TWELVETH. – FINAL DISPOSITIONS

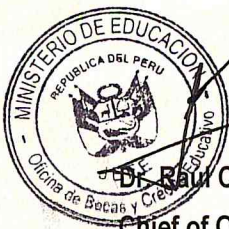
12.1. The parties to this Agreement acknowledge that their addresses as expressed in the introduction of this Agreement are correct for receiving letters and notifications. Any variations to the addresses of the parties will take effect ten (10) days after receipt of notice communicating such changes.

12.2. This Agreement can be ended by a signed letter by any of the parties and will take effect six months after being received.

In such event, the Government of Peru will be responsible for covering the charges to which it has committed through PRONABEC until the completion of the study program of the Peruvian Scholarship holder in UA.

This agreement is entered into by the parties in two sets of three (3) original copies each, one in Spanish and the other in English and both equal in content and authenticity.

For THE MINISTRY



[Signature]
Dr. Raúl Choque Larrauri
Chief of OBEC

Date: _____

For UA

Prof. Kent Anderson
Pro Vice Chancellor (International)

Date: 24 JAN 2013

