



PERÚ

Ministerio de Educación



HARVARD UNIVERSITY

CONVENIO N° 023-2015-MINEDU

AGREEMENT FOR INTERINSTITUTIONAL COOPERATION BETWEEN

THE MINISTRY OF EDUCATION OF PERU AND

THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

This document is the Agreement of Interinstitutional Cooperation for the implementation of Graduate Scholarships, (hereafter the "Agreement"), between the **MINISTRY OF EDUCATION OF PERU**, with RUC N° 20131370998, with address for the purpose of this agreement in Av. Arequipa N° 1935 – Lince – Lima 14 – Perú, represented by the Executive Director in charge of the National Program of Scholarships and Educative Credit (hereafter "**PRONABEC**"), Dr. Raúl CHOQUE LARRAURI, identified with DNI N° 23266921 and appropriately authorized to execute this agreement as stated in the Ministerial Resolution N° 021-2015-MINEDU and the **PRESIDENT AND FELLOWS OF HARVARD COLLEGE** (hereafter "**HARVARD UNIVERSITY**" or "**HARVARD**"), for the benefit of the **GRADUATE SCHOOL OF DESIGN** (hereafter, "**GSD**") and the **HARVARD KENNEDY SCHOOL** (hereafter, "**HKS**"), with legal address in 1350 Massachusetts Avenue, Cambridge Massachusetts, United States of America, represented for this purpose by Vice Provost for International Affairs, Jorge I. Domínguez, who is appropriately authorized to execute this agreement as stated in a resolution adopted by the governing board of Harvard University (Resolution or Statutes), dated March 31, 2014, under the terms and conditions expressed as follows:

**First: THE PARTIES**

- 1.1 The MINISTRY OF EDUCATION OF PERU is the Peruvian entity in charge of defining, directing and articulating policies regarding education, culture, recreation and sports in accordance with the general policies of the State.
- 1.2 PRONABEC, is the Executive Unit N° 117 of THE MINISTRY OF EDUCATION OF PERU, 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 excellent academic performance to programs of study as well as guaranteeing their permanence, culmination and obtaining of their degrees or titles.
- 1.3 PRONABEC subsidizes:
  - 1.3.1 Graduate studies focused on matters related to Peruvian scientific and technological development for professionals with high academic performance and insufficient economic resources in Eligible International Higher Educational Institutions and Universities who must be ranked among the top four hundred (400) Universities 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.
  - 1.3.2 Tuition (excluding failed courses) and study materials; a maximum of ten (10) weeks of English Language courses if necessary; 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 international transport (only at the beginning and end of the academic program).
- 1.4 The GSD and HKS are professional graduate schools at Harvard University, located in Cambridge, Massachusetts.



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- 1.4.1 The GSD offers several master degree programs, a doctoral program, several executive education programs and a career discovery summer program. The school also administers the Loeb Fellowship and many research initiatives and publishes the bi-annual Harvard Design Magazine and other design books and studio works.
- 1.4.2 HKS offers several master degree programs and executive education programs. It also supports research centers that study cutting-edge issues in public policy and administration.
- 1.4.3 Harvard University is ranked:
  - 01 according to the Times Higher Education World University Rankings of 2014
  - 01 according to Academic Ranking of World Universities (ARWU) of 2013, and
  - 02 according to QS World University Rankings of 2013.

**SECOND: BACKGROUND**

PRONABEC aims to boost Peru's human capital, and to promote Peru's competitiveness and its scientific and technological development, by making postgraduate scholarships available to Peruvian professionals to pursue training, postgraduate education, and research. HARVARD aims to attract talented graduate students from Peru. Therefore, the purpose of this Agreement is to establish mechanisms of Interinstitutional Cooperation between PRONABEC and HARVARD UNIVERSITY to facilitate access to the "Presidente de la República" PRONABEC postgraduate scholarship to all those Peruvian professionals who have been accepted to eligible degree programs at Harvard University.

**THIRD: LEGAL FRAMEWORK**

- 3.1. Law 29837 creates the National Scholarship and Educative Credit Program.
- 3.2. Supreme Decree N° 013-2012-ED approves the Regulation of the Law 29837, modified by Supreme Decree N° 008-2013-ED dated September 21, 2013.
- 3.3. Ministerial Resolution N° 0108-2012-ED approves the Operations Manual of PRONABEC.
- 3.4. Ministerial Resolution N° 021-2015-MINEDU delegates representation to PRONABEC's CEO to sign this kind of agreements.

**FOURTH: GENERAL OBJECTIVE**

The general objective of this Agreement is to further the efforts of the MINISTRY OF EDUCATION OF PERU in building advanced human capital through the awarding of scholarships for postgraduate education programs in order to promote the scientific, academic, economic, social and cultural development of the country.

**FIFTH: SPECIFIC OBJECTIVE**

The objective of the Agreement is to promote access for Peruvian professionals with excellent academic performance and insufficient economic resources to eligible Harvard degree programs listed in Annex 1. PRONABEC will award postgraduate scholarships to professionals from Peru who have been admitted to these degree programs through Harvard's normal admissions procedures.

**5.1. SIXTH: COMMITMENTS OF THE PARTIES**

**6.1. COMMITMENTS OF HARVARD**

HARVARD assumes the following commitments:

- 6.1.1. Report to PRONABEC, no later than March 1, the cost of tuition and fees (including mandatory health insurance fees), for the following academic year for the degree programs listed in Annex 1,

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PERÚ

Ministerio de Educación



HARVARD UNIVERSITY

plus the cost of English Language classes. Costs for the 2014-15 academic year are detailed in **Annex 2**. HARVARD will annually inform PRONABEC of any changes to these costs by the date above; HARVARD and PRONABEC will sign an Addendum to this Agreement each year to acknowledge changes in cost.

- 6.1.2. Provide information about the Master and Doctorate degree programs listed in Annex 1, through a link to be installed on the PRONABEC's website.
- 6.1.3. Grant a letter of admission to applicants who are admitted to a degree program listed in Annex 1 through Harvard's normal admissions procedures.
- 6.1.4. Upon releasing offers of admission, provide to PRONABEC the identity of any Peruvian applicants being offered admission to the degree programs listed in Annex 1 who also seek a graduate scholarship from PRONABEC.
- 6.1.5. Once a scholarship is awarded by PRONABEC to a student accepted into a degree program listed in Annex 1, transmit to the scholarship awardee the documents necessary for the awardee to obtain a student visa for the entire length of the awarded graduate program.
- 6.1.6. HARVARD acknowledges that PRONABEC will require awardees to agree to certain commitments in exchange for receiving an award, including the commitment to return to Peru after completion of the Harvard degree. PRONABEC acknowledges that HARVARD will not be responsible for monitoring or enforcing any contract or other agreement between the awardee and PRONABEC.
- 6.1.7. Make available to awardees the same tutoring and academic monitoring that is customary for all students enrolled in the degree programs listed in Annex 1.
- 6.1.8. Upon the scholarship awardee signing the authorization stated in **Annex 3**, send at the end of each academic period, attached to the invoice to register for the next academic period, the awardees' academic transcript and a report on the awardees' disciplinary status to PRONABEC as authorized and permitted under the laws of the United States and the policies of the GSD and HKS. PRONABEC requests reports through the GSD's and HKS's Interinstitutional Coordinator who will provide academic transcripts, indicating whether or not the scholarship awardee is in good academic standing and making appropriate progress toward degree completion. Upon release of the academic transcript and information regarding good academic standing and appropriate progress to PRONABEC, a copy will also be given to scholarship awardees. The academic transcript will indicate if there are any incomplete or failed courses. The failed courses can be re-taken by the awardee but paying himself/herself the cost. The cost for any failed courses will not be billed to PRONABEC by HARVARD in the following academic period.
- 6.1.9. Allow each scholarship awardee with a TOEFL score of 100 or over, or IELTS score of 6.5 or over, who is determined by GSD or HKS to need additional English language instruction before beginning his or her degree program, to enroll in a maximum of 10 weeks of English immersion classes in a program identified by GSD or HKS. PRONABEC will pay the costs of such instruction, as detailed in Annex 2.
- 6.1.10. Provide information and advice to the scholarship awardees for their access to food and / or lodging consistent with the general practice of the GSD or HKS.
- 6.1.11. Provide to awardees the same encouragement that is provided to other HARVARD students to start their research work from the beginning of their studies in order to have them ready at the end of their academic program and achieve their respective title of Master or Doctor, as appropriate.
- 6.1.12. Make available, in the same manner as for all other HARVARD students, a suitably equipped study or research space to each scholarship awardee of PRONABEC in order to guarantee the normal development of their pertinent education and research activities, if such space is normally provided as part of the degree program in which the awardee is enrolled.



110



PERÚ

Ministerio de Educación



HARVARD UNIVERSITY

- 6.1.13. Do not re-enroll in the next semester any scholarship awardee whose academic standing or disciplinary status makes him or her ineligible for enrollment, consistent with the customary policies of PRONABEC, GSD and HKS.
- 6.1.14. Notwithstanding the foregoing, all Harvard's obligations to any awardee under the Program shall cease if funds are not provided as described in Article 6.2.1.1.a.

**6.2 COMMITMENTS OF PRONABEC**

PRONABEC commits to:

- 6.2.1. Cover the entire costs of each Peruvian scholarship awardee as indicated in 6.1.1, 6.1.9 and Annex 2 for the duration of the awardee's degree program, provided the awardee remains in good academic standing:
  - 6.2.1.1 Paid by PRONABEC directly to HARVARD
    - a. Tuition, health insurance fees, degree certification costs, and other fees required by GSD or HKS, which are indicated in **Annex 2**.
  - 6.2.1.2 Annually established and paid by PRONABEC directly to the awardee,
    - a. An annual stipend to cover living expenses, room, board, and study materials.
    - b. A roundtrip flight ticket to each scholarship awardee: Lima – Boston, Massachusetts (at the beginning of the academic program) and Boston, Massachusetts – Lima (at the end of the academic program).
    - c. The research work cost, and the rest of subventions indicated in number 1.3.2 ut supra, other than those to be paid to HARVARD under 6.2.1.1.
- 6.2.2. Establish a special schedule to apply for the "Presidente de la República" Postgraduate Scholarship for individuals with a letter offering them admission to one of the degree programs listed in Annex 1, notifying the relevant Harvard school of the results prior to the end of April of the year of the admissions decision.

**6.3 COMMON COMMITMENTS**

Evaluate and confer on the results of the cooperation achieved, identifying the inconveniences and the possible improvements in the operation of this Agreement.

**SEVENTH: FINANCING**

PRONABEC will cover the costs specified in numeral 6.2, except as to tuition for failed courses, and HARVARD will assume any other costs resulting from commitments indicated in numeral 6.1, with the objective of both parties that the Peruvian scholarship holders can access, stay, and finish their studies in the GSD or HKS. The financing to be provided by 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 Budget National System of Peru.

**EIGHTH: INTERINSTITUTIONAL COORDINATION**

For the adequate follow up, supervision and monitoring of 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:



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**By THE MINISTRY**

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

**By THE ENTITY**

- Responsible : Harvard University Committee on General Scholarships
- Alternative : Harvard University Office of the Vice Provost for International Affairs

PRONABEC and HARVARD shall substitute their Interinstitutional Coordinators when they consider appropriate.

The substitution must take effect starting the seventh (7<sup>th</sup>) day after the reception of the letter of substitution given by the counterpart.

**NINTH: AGREEMENT DURATION**

The term of this Agreement is (06) six years and will take effect on the date it is signed by both parties, unless sooner terminated under Section 12.5. The last awardees under this Agreement will be admitted to HARVARD in 2018.

The Agreement may be renewed or extended by mutual agreement of PRONABEC and HARVARD. Otherwise, the Agreement will terminate on completion of all awards under the Program.

Either party may terminate this Agreement by procedures defined in Section 12.5.

**TENTH: AGREEMENT MODIFICATIONS**

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

**ELEVENTH: SOLUTIONS TO CONTROVERSIES**

**11.1** Any controversy, discrepancy or demand 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 and in accordance to their common objectives by their representatives or Interinstitutional Coordinators.

**11.2** In case the controversy persists, the parties express their will to submit to conscience or equity arbitration by a unique or ad-hoc arbitrator, whose award shall be final, undisputable and binding for the parties, without the need to go to neither the Judicial Branch nor any other administrative body for resolution.

**11.3** To this end, the parties within five working days will designate by common agreement the sole conscience or equity arbitrator who will hear the case and resolve it. Once this period has expired without the parties having appointed the arbitrator, either party may request the Arbitration Center of the Lima Chamber of Commerce to appoint one from its qualified members. After taking office and reviewing the positions of the parties, the arbitrator shall issue a decision within fifteen working days.

**TWELFTH: FINAL DISPOSITIONS**

The PARTIES expressly state that:

**12.1.** This Agreement is subject to Peruvian Law, US Law and the agreements contained in this document which are law between the parties.

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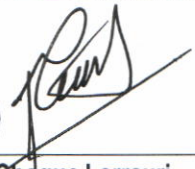
- 12.2. The respective locations of the parties are the addresses mentioned in the introduction to this document. Any variation of these addresses will be effective the tenth business day following the receipt of the other party's written notice of address change.
- 12.3. All communications shall be valid and effective if done in writing, sent and received via fax, institutional e-mail, certified mail, or notarized documents, remitted between those who subscribe to this agreement or between Inter Institutional Coordinators, designated by the parties at the eighth clause ut supra.
- 12.4. Neither party may issue a press release or other public announcement about this Agreement or the Program without the prior written approval of the other party. However, each party may use the name of the other party in materials that accurately describe the Program in typical and suitable publications and announcements concerning the Program.
- 12.5. This Agreement may be terminated by either party. As such:
  - a. The party that wishes to terminate the Agreement shall send to the other party a written notice of termination that must be received no less than one hundred and twenty (120) days prior to the termination date.
  - b. The request of termination shall not prevent the continuation of activities and obligations of the parties already underway, which should continue to be met until their complete implementation, as appropriate. This includes funding for scholarship awardees that are enrolled in a Harvard degree program at the time of the Agreement's termination and will continue studying there. PRONABEC will continue to pay the costs described in Annex 2 until these awardees have completed their degree program, provided awardees remain in good academic standing, even if such completion occurs after termination of the Agreement.
  - c. At the time of termination, awardees enrolled in a HARVARD degree program may choose to transfer to a different university to complete their degrees.
  - d. At the time of termination, HARVARD will inform PRONABEC of the number of scholarship awardees enrolled in HARVARD degree programs who will continue studying in HARVARD and of the estimated total cost for these students to complete their degrees.
  - e. If the Agreement is terminated, the obligations of the Parties described in this Agreement will remain in force exclusively regarding the awardees who are enrolled at Harvard at the time of termination. Neither HARVARD nor PRONABEC will issue a new call for scholarship applications for the purpose of sending new awardees to the GSD or HKS.
  - f. The PARTIES shall take the necessary measures to avoid or minimize any prejudice, between themselves and scholarship holders.
- 12.6 The Agreement will be implemented without discrimination with respect to any aspect of the Agreement on the basis of race, color, gender, sexual orientation, national or ethnic origin, religion, age, disability or political belief.

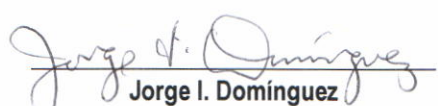
In absolute conformity, the parties proceed to subscribe this Agreement in two sets of 03 original copies each, one in Spanish and the other in English and both equal in content and authenticity.

By THE MINISTRY OF EDUCATION OF PERU

By PRESIDENT AND FELLOWS OF HARVARD COLLEGE



  
 Dr. Raúl Choque Larrauri  
 Executive Director of PRONABEC  
 Date: 20 FEB. 2015

  
 Jorge I. Domínguez  
 Vice Provost for International Affairs  
 Date: 6 Feb. 2015

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## ANNEX N° 1

### ELIGIBLE DEGREE PROGRAMS

Peruvian professionals admitted to the following Harvard degree programs will be eligible for a "Presidente de la República" Postgraduate Scholarship from PRONABEC:

#### GSD DEGREE PROGRAMS

N°	Degree Programs	Number of Subjects by Academic Period	Number of Academic Periods	Number of Credits	
				By Academic Period	Total
1.	Master in Architecture II	5	4	20	80
2.	Master in Landscape Architecture I-AP and II	5	4	20	80
3.	Master of Architecture in Urban Design	5	4	20	80
4.	Master of Landscape Architecture in Urban Design	5	4	20	80
5.	Master in Urban Planning	5	4	20	80
6.	Master in Design Studies	4	3 or 4	16	48 or 64
7.	Doctor of Design, Year 1	4	2	8	32
	Doctor of Design, Year 2 and beyond	1	2	16	32

#### HKS DEGREE PROGRAMS:

N°	Degree Programs	Number of Subjects	Number of Academic Periods	Number of Credits	
				By Academic Period	Total
1.	Master in Public Policy	4 or 5	4	4 or 5	18
2.	Master in Public Administration	4	4	4	16
3.	Master in Public Administration / International Development	4 or 5	4	4 or 5	19

GSD awards 4 credits per course. The HKS awards 1 credit per course.

Students in the Master in Public Policy - MPP and Master in Public Administration / International Development (MPA-ID) programs take 4 or 5 courses per academic term in order to complete 18 (in the case of the MPP) or 19 (MPA-ID) credits during 4 semesters.

#### **APPLICATION AND ADMISSION PROCEDURES**

##### 1. Application and Admission to Harvard

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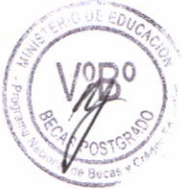


- 1.1 All candidates must first apply to a Harvard degree program listed in this Annex and be admitted under the normal admission procedures of the School offering the degree.
- 1.2 Annually, applicants to Harvard will be notified of admissions decisions by the School offering the degree for which they have applied by March 15. Simultaneous with informing applicants of its admissions decisions, HARVARD will notify PRONABEC of students admitted to HARVARD who are eligible for scholarships under the Program.



2. Application to PRONABEC

- 2.1 After receiving admission from HARVARD, students who are eligible for scholarships under the Program must apply to PRONABEC for the "Presidente de la República" Postgraduate Scholarship. Procedures for application will be established by PRONABEC.
- 2.2 PRONABEC will inform applicants for the "Presidente de la República" Postgraduate Scholarship whether they have been awarded a scholarship no later than April 30, and will inform HARVARD of these decisions at the same time, after the winners have signed and given all required documents to be a PRONABEC scholarship holder.



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## ANNEX N° 2

### COSTS OF ELIGIBLE DEGREE PROGRAMS

#### 1. Tuition and Fees

- 1.1 Tuition and all mandatory fees for students receiving scholarships under the Program (hereinafter, "awardees") will be paid directly to HARVARD by PRONABEC for the duration of each awardee's enrollment at HARVARD, provided the awardee remains in good academic standing.
- 1.2 HARVARD will bill PRONABEC directly for tuition and mandatory fees. Bills will ordinarily be sent before the start of the Fall and Spring semesters at Harvard, in August and December. Payment is expected no later than thirty (30) days after the bill has been generated.

#### 2. Stipends and Roundtrip Flight Tickets

- 2.1 Stipends provide students with living expenses and with the cost of books, supplies, and other academic materials during their time at HARVARD. PRONABEC will pay stipends directly to awardees for the duration of each awardee's enrollment at HARVARD, provided the awardee remains in good academic standing.
- 2.2 PRONABEC will also pay for the cost of one roundtrip flight ticket for each awardee: Lima to Boston at the start of the awardee's degree program; Boston to Lima at the end of the awardee's degree program. PRONABEC will pay the cost of this ticket directly to each awardee.

#### 3. Payment Amounts

- 3.1 The cost of tuition and fees changes annually. HARVARD will inform PRONABEC of annual changes to these costs within thirty (30) days of the change.
- 3.2 Costs for the 2014 -15 academic year are provided here:

##### GRADUATE SCHOOL OF DESIGN

##### Master Programs, 2014-15

###### *Costs billed to PRONABEC by HARVARD*

Tuition & Fees:	US\$	43,840
Student Health Insurance Plan & Health Services Fee:	US\$	3,358
TOTAL:	US\$	47,198

##### Doctor of Design, 2014-15

###### *Costs billed to PRONABEC by HARVARD*

Tuition & Fees:	US\$	43,840
Student Health Insurance Plan & Health Services Fee:	US\$	3,358
TOTAL:	US\$	47,198





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NOTE: Tuition stated above for Doctor of Design is for the first two years of study. For the third year and beyond, tuition is billed at an annual amount of 25% of regular tuition.

HARVARD KENNEDY SCHOOL

Master Programs, 2014-15

Costs billed to PRONABEC by HARVARD

Tuition & Fees:	US\$	44,903
Student Health Insurance Plan & Health Services Fee:	US\$	3,358
<b>TOTAL:</b>	<b>US\$</b>	<b>48,261</b>

ENGLISH IMMERSION CLASSES:

HKS or GSD will identify a suitable English immersion program for relevant students. Programs will not exceed 10 weeks. The cost of such programs is not expected to exceed US\$11,000 in 2015. HARVARD will provide an estimate of costs to PRONABEC annually.

HARVARD data to facilitate timely payments by Pronabec:

- Corporate Name of Institution of Higher Education: Harvard University
- Corporate Name of the Financial Institutional where the payment is verify: Bank of America (100 Federal Street, Boston, Massachusetts 02110, U.S.A.
- Bank Account: 942926-3103
- SWIFT Code: BOFAUS3N
- ABA Code: 026009593
- Currency to Deposit: US Dollars

HARVARD will provide the following information in invoices sent to PRONABEC:

- Corporate Name: PROGRAMA NACIONAL DE BECAS Y CREDITO EDUCATIVO
- Official Address: Calle Las Letras N°385 – LIMA –LIMA – SAN BORJA
- RUC N° 20546798152
- Detail: Academic Service provided, indicating the total number of fellows, according the agreed commitments by the parties.

ATTACHED DOCUMENTS TO THE INVOICE

Attach:

- The settlement payment for fellows by program and subject in the original currency according to Admission Letter or Study Plan or Curriculum.
- The report on academic progress and disciplinary status indicated in 6.1.8 of the agreement.
- Enrolment report, indicating if the fellow has pending or failed subjects in previous academic period. In case of failed subjects, the fellows must enroll again and pass these subjects at their own cost and responsibility. In this case HARVARD UNIVERSITY will not charge these repeat subjects in the invoice to THE MINISTRY.



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