



CONVENIO N° 485-2014-MINEDU

AGREEMENT FOR INTERINSTITUTIONAL COLLABORATION

BETWEEN

THE MINISTRY OF EDUCATION OF PERU AND THE UNIVERSITY OF JYVÄSKYLÄ

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 Executive Director of the National Program of Scholarships and Educational Credit (PRONABEC in Spanish), Dr. Raúl Choque Larrauri, identified with DNI N° 23266921 and appropriately authorized to celebrate this agreement as stated in the Ministerial Resolution N° 014-2014-ED, and **THE UNIVERSITY OF JYVÄSKYLÄ** with address in P.O. Box 35, 40014 University of Jyväskylä, Finland, hereafter **THE ENTITY**, represented by the Rector, Matti Manninen, assigned by decision of the University Board (14.12.2011), who is appropriately authorized to sign this agreement according to the Universities Act of Finland (558/2009), under the terms and conditions expressed as follows:

FIRST: THE PARTIES

- 1.1 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.
- 1.2 PRONABEC, is the Executive Unit N° 117 of THE MINISTRY, in charge of designing, planning, managing, monitoring and evaluating scholarships and study loans for higher education with the aim of contributing to equal opportunities in the access of low-income students and professionals with academic excellence to study programmes, as well as guaranteeing their possibilities to carry out the studies and obtain the respective degree titles.
- 1.3 PRONABEC subsidizes,
 - 1.3.1 Graduate studies for professionals with high academic performance and insufficient economic resources in eligible International Higher Education Institutions and Universities whom must be ranked among the top four hundred (400) at least once in the five years prior to the respective call in the following rankings: QS World University Ranking, Academic Ranking of World Universities (ARWU), Times Higher Education World University Ranking, and which are focusing on studies related the scientific and technological development of Peru.
 - 1.3.2 Tuition, study materials, English language course, if necessary, 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, international transportation (only at the beginning and end of the academic program) and local transportation and other costs to be determined by PRONABEC in the terms of each call, according to the budget availability, except from the repetition of unapproved courses.

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1.4 THE ENTITY: The University of Jyväskylä is a nationally and internationally significant research university and an expert on education that focuses on human and natural sciences. The University is Finland's leading expert in teacher education and adult education, as well as the major exporter of education. In the latest QS World University Ranking the Faculty of Education of the University of Jyväskylä scores among the top 100 in the world. THE ENTITY incorporates seven faculties, six independent institutes and three service departments. The University has 2,600 employees and 15,000 students. The European Commission has given the University the HR Excellence in Research award showing that the University supports its research staff in developing their studying skills and career.

THE ENTITY is ranked as follows:

2013	QS World University Ranking	299
2012	Times Higher Education World University Rankings	351-400

SECOND: BACKGROUND

The Agreement of Interinstitutional Cooperation, between THE MINISTRY and THE ENTITY, presents 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 technologic development for Peru.

THIRD: LEGAL FRAMEWORK

- 3.1. Law 29837 which creates the National Scholarship and Educative Credit Program, hereafter PRONABEC.
- 3.2. Supreme Decree N° 013-2012-ED that approves the Rules and Regulations of the Law 29837, amended by Supreme Decree No. 008-2013-ED dated September 21, 2013..
- 3.3. Ministerial Resolution N° 0108-2012-ED that approves the Operations Manual of PRONABEC.
- 3.4. Ministerial Resolution N° 014-2014-ED Delegation of Powers and Duties to the Executive Director to sign this agreement.
- 3.5. Universities Act of Finland (558/2009)
- 3.6. Degree Regulations of the University of Jyväskylä (11.03.2010)

FOURTH: GENERAL OBJECTIVE

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

FIFTH: SPECIFIC OBJECTIVE

To promote the access of Peruvian professionals with excellent academic performance and insufficient economic resources to graduate programs offered by THE ENTITY: Masters and Doctoral (Ph.D.) programs related to Education, Science and Technology.

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The length of the Graduate Scholarships is determined by the program of choice according to the parameters of THE ENTITY in relation to the Masters and Doctoral programs as specified in **Annex 1** of this agreement, up 2 (two) years for Masters and 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. Grant free costs in application, registration, enrolment, tuition fees, and any other educational service provided by THE ENTITY in Masters and Doctorate studies to fellows of THE MINISTRY.
- 6.1.2. Select the students according to general current admission criteria, including required English level and issue to the selected students an unconditional letter of admission indicating deadline for enrollment and the starting date of the studies.
- 6.1.3. Facilitate the documentation needed to obtain the student visa for the entire length of the Masters or Doctorate chosen by the candidate. The ENTITY acknowledges that Pronabec fellows must return to Peru after graduation and undertakes to exhort its units not to encourage Pronabec scholarship holders to apply for other study programmes or job positions in the university after graduation.
- 6.1.4. Provide tutoring and academic and psychological mentoring to scholarship holders during their graduate studies.
- 6.1.5. Send at the request of THE MINISTRY, at the end of each academic semester and within one month, a transcript of records of each scholarship holder in English. Each scholarship holder will sign the authorization indicated in **Annex 2** of this agreement.
- 6.1.6. Offer an Academic English course with no additional costs for the students on terms and conditions established by the ENTITY for each semester.
- 6.1.7. Allow THE MINISTRY, to install in PRONABEC website a direct link to THE ENTITY website, in order to facilitate access to information concerning to Master and Doctorate Programmes indicated in **Annex 1**.
- 6.1.8. Provide information and advice to the fellows for their access to housing and dining services.
- 6.1.9. Provide necessary research facilities to each scholarship holder in order to guarantee the normal development of their research activities.
- 6.1.10. Inform the Ministry about fellows scoring average disapproval (causal loss of scholarship) via transcript of records as indicated in number 6.1.5. of this agreement.
- 6.1.11. Communicate to THE MINISTRY any applying for suspension of studies.

6.2. COMMITMENTS OF THE MINISTRY

THE MINISTRY, through PRONABEC, commits to:

- 6.2.1. Grant an annual allocation for covering the living expenses. This allocation is approved annually according to the estimated cost of living.
- 6.2.2. Grant an annual stipend for study materials.
- 6.2.3. Provide roundtrip flight tickets to each scholarship holder; Lima – Jyväskylä (at the beginning of the academic program) and Jyväskylä - Lima (at the end of the academic program).



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- 6.2.4. Provide insurance with health, accident, life and repatriation coverage to each scholarship holder for the duration of their studies in THE ENTITY.
- 6.2.5. Cover the degree certification costs and those indicated in number 1.3.2 ut supra.
- 6.2.6. Communicate to THE ENTITY: name of fellows designated by MINISTRY seventy five days before starting the study program.

6.3 COMMON COMMITMENTS

- 6.3.1. Elaborate in English on a template given in **Annex 3** of this document a joint work plan every year aiming to achieve the objectives of the commitments contemplated on this agreement.
- 6.3.2. Evaluate in English on a template given in **Annex 3** of this document the results of the cooperation achieved, identifying the challenges that were met and the possible improvements needed in the execution of this agreement.

SEVENTH: THE FINANCING

The parties are responsible for the costs derived from their commitments, with the objective that the Peruvian scholarship holders can access, stay and finish their studies in THE ENTITY and obtain their degree. 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 in compliance of the commitments established in this agreement, the parties agree to assign as Inter institutional Coordinators, according to the functions exercised in the implementation of this agreement, the following officials:

By THE MINISTRY

- Responsible: Executive Director of PRONABEC
- Alternative: Chief of the Postgraduate Scholarships Office of PRONABEC for Master and Doctorate Programs.

By THE ENTITY

- Responsible: Project Manager, Division for Strategic Planning and Development
- Alternative: Graduate School Coordinator

In addition, the International Office of THE ENTITY will be the contact point for inquiries regarding Master's studies and the unit receiving the students. The Graduate School for Doctoral Studies, in turn, will be the contact point for inquiries about Doctoral studies.

THE MINISTRY, through PRONABEC, and THE ENTITY shall substitute their Inter institutional Coordinators as they deem appropriate.

The replacement will take effect from the seventh day after delivery of the notice to the counterpart.



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NINTH: DURATION OF THE AGREEMENT

The period of validity of this agreement is (02) two years, starting from the date of subscription with an automatic extension of 02 (two) years.

Finalized the period of validity, the commitments assumed by the parts will remain in effect until the total compliance and execution of the pending commitments in process.

TENTH: AGREEMENT MODIFICATIONS

Any modification, restriction, extension or renewal of this Agreement can be made through the mutual consent of the parties, and must be formalized through an addendum that will be integrated as 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 and in accordance to their common objectives.

In case the controversy persists after 30 days a request to negotiate has been presented by either party, the parties hereby express their will to submit the dispute to arbitration, which will be unique, definitive, unchallengeable and binding on the parties and may not be appealed to the judiciary or to any administrative instance.

To this end, the parties will, within five working days after expiration of the aforementioned 30 day period, designate by common agreement the sole arbitrator to be arrogated to hear and solve the case. Once this five day period has expired without the parties have appointed the arbitrator, either party may request the Arbitration Center of the Lima Chamber of Commerce to appoint the arbitrator among its skillful members. If the arbitrator is appointed by the Arbitration Center of the Lima Chamber of Commerce and after the arbitrator has assumed the charge and received the positions of both parties, the arbitral 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. Nothing in this agreement shall however obligate the ENTITY nor THE MINISTRY to act against mandatory Finnish or Peruvian legislation, accordingly. The parties state that their respective residences are the addresses mentioned in the introduction to this document, in which each one will receive validly communications and / or notifications when necessary. Any variation of these addresses will be effective the tenth business day of being notified in writing to 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, remitted between those who subscribe this agreement and between Inter Institutional Coordinators, designated by the parties at the eighth clause ut supra.

12.3. This Agreement may be terminated by either party. As such:

- a. The decision shall become effective from the conclusion of the ongoing academic semester when being communicated the decision. Notice of termination shall be made at least one month before end of the ongoing semester.

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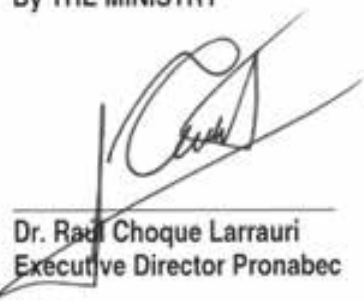


- b. The resolution does not affect the activities and obligations that the parties are developing, which should continue until complete implementation, as appropriate.
- c. They proceed to settle and pay the costs incurred by the Ministry through PRONABEC until end of current academic semester.
- d. If scholarship holders do not see for appropriate transfer to another university to complete their studies, the obligations will remain in force between the parties exclusively regarding these scholarships holders, not making new calls for scholarship contest that aim to send new scholarship holders to THE ENTITY.
- e. The parties shall take the necessary measures to avoid or minimize any prejudice, both among themselves and fellows.

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. In case of any discrepancy between the language versions, the version in Spanish shall prevail.

By THE MINISTRY

By THE ENTITY



 Dr. Raúl Choque Larrauri
 Executive Director Pronabec



 Dr. Matti Manninen
 Rector

Date 21 OCT. 2014





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ANEXO 1

MASTERS AND PHDs SUBSIDIZED TO SCHOLARSHIP HOLDERS BY THE MINISTRY OF EDUCATION OF PERU IN UNIVERSITY OF JYVÄSKILÄ					
MASTERS					
N°	PROGRAM	Length of Programme	Application period*	1 st Semester Starting Date**	2 nd Semester Finishing Date**
1	Master of Arts, Education	2 years	From beginning of December to mid-January	1.9.	30.5.
2	Master of Arts, Educational Leadership	2 years	From beginning of December to mid-January	1.9.	30.5.
3	Master of Science, Corporate Environmental Management	2 years	From beginning of December to mid-January	1.9.	30.5.
4	Master of Science, Web Intelligence and Service Engineering	2 years	From beginning of December to mid-January	1.9.	30.5.
5	Master of Science, Nanoscience	2 years	From beginning of December to mid-February	1.9.	30.5.
6	Master of Science, Sustainable Management of Inland Aquatic Resources	2 years	From beginning of December to mid-February	1.9.	30.5.
7	Master of Science, Nuclear and Particle Physics	2 years	From beginning of December to mid-February	1.9.	30.5.
8	Master of Science, Ecology and Evolutionary Biology	2 years	From beginning of December to mid-February	1.9.	30.5.

*Exact dates for application period can be found on the University website. Schedules for admission decisions have some variation between the faculties. Generally students are notified by the end of April, always by the end of May at the latest. Please note that students are expected to confirm the study place by mid-June.

** The study periods are confirmed annually. The dates informed here serve as indicated timeframe for the academic activity.



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PhDs					
N°	PROGRAM	Expected completion time of Programme	Application period*	1 st Semester Starting Date**	2 nd Semester Finishing Date**
1	Mathematical Information Technology	4 years	twice a year, application deadlines 31/03 and 30/09	1.9.	30.5.
2	Computer Science	4 years	twice a year, application deadlines 31/03 and 30/09	1.9.	30.5.
3	Cognitive Science	4 years	twice a year, application deadlines 31/03 and 30/09	1.9.	30.5.
4	Education	4 years	twice a year, application deadlines 30/04 and 31/10	1.9.	30.5.
5	Biological and Environmental Science	4 years	twice a year	1.9.	30.5.
6	Chemistry	4 years	twice a year	1.9.	30.5.
7	Mathematics and Statistics	4 years	twice a year	1.9.	30.5.

* The applicants are expected to contact the Faculty and unit in charge of the programme prior to submitting the application. Updated information about application periods can be found through the University website.
 ** The study periods are confirmed annually. The dates informed here serve as indicated timeframe for the academic activity.

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ANNEX 2

Consent for disclosure of personal information

Lima, _____, 201__.

Messrs'

UNIVERSITY OF JYVÄSKYLÄ

Present.-

Through this document, I (name and last name) _____ with Passport N " _____, awardee of the "Presidente de la República" scholarship by the National Program of Scholarships and Educative Credit (PRONABEC in Spanish abbreviations) of the Ministry of Education of Peru, expressly authorize:

the University of Jyväskylä to send directly to PRONABEC's Postgraduate Scholarships Office, at the end of every academic semester, an official transcript of records on my academic progress, disciplinary status, and in accordance with the privacy legislation of Finland, any other personal information required by PRONABEC.

This authorization is given in order to renew my scholarship under terms requested by PRONABEC regulations for the next academic year.

Sincerely,

Signature

Name and last name

DNI Number

Passport Number



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ANNEX 3

Annual Work Plan

1. Goals for the Collaboration

1) General

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2) Specific

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2. Programmed activities supporting the Collaboration (Please indicate schedule of activities).

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2)

3)

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Annual Evaluation of the Collaboration Activities

1. General overview of results

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2. Achievements

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3. Challenges

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4. Recommendations

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5. Other observations

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