



AGREEMENT N°002 -2015 -MINEDU

SPECIFIC AGREEMENT FOR INTERNATIONAL INTERINSTITUTIONAL COOPERATION

BETWEEN THE MINISTRY OF EDUCATION OF PERU

AND

KING'S COLLEGE LONDON

This document is the Agreement of International Interinstitutional Cooperation for the implementation of Special Scholarships between **THE MINISTRY OF EDUCATION OF PERU**, with RUC N° 20131370998, with address for the purposes of this agreement in Avenida Arequipa N° 1935 – Lince – Lima 14, Perú, represented by the Executive Director in charge of the National Program of Scholarships and Educational Credit - hereinafter **PRONABEC** (in Spanish initials), Dr. Raúl Choque Larrauri, identified with DNI N° 23266921 and appropriately authorized to celebrate this agreement as stated in the Ministerial Resolution N° 021-201-5-MINEDU, and **KING'S COLLEGE LONDON** with address of King's College London of Strand, London, WC2R 2LS, United Kingdom, hereafter **THE ENTITY**, represented by Dr Joanna Newman MBE FRSA, Vice-Principal (International), King's College London, who is appropriately authorized to sign this agreement according to King's College London Charter and Statutes under the terms and conditions expressed as follows:



FIRST: THE PARTIES

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

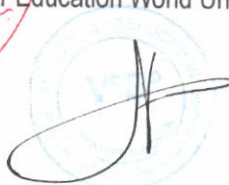
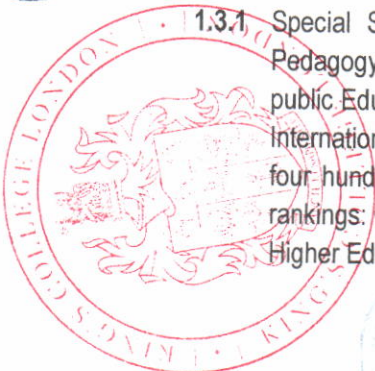


1.2 PRONABEC is the Executive Unit N° 117 of The Ministry of Education of Peru, in charge of the design, planning, managing, monitoring and evaluating of scholarships and educative credits for, among others, higher education with the objective of contributing to equal opportunity in the access of low 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 certifications, degree or titles, as appropriate.



1.3 PRONABEC subsidizes,

1.3.1 Special Scholarships for Studies of Specialization in Pedagogy, in the fields Leadership, Pedagogy and Innovation, hereafter **THE COURSE**, for Peruvian academics and professionals of public Educational institutions from prioritized regions with high academic performance in eligible International Higher Education Institutions and Universities which must be ranked among the first 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.



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1.3.2 Tuition, study materials, insurance with health, accident, life and repatriation coverage, research work, certification (administrative costs for obtaining the relevant degree or certification), allowance for food, lodging and local transportation; international transport (only at the beginning and end of the academic program), except the repetition of unapproved courses.

1.4 THE ENTITY

1.4.1 Is an independent university dedicated to the advancement of knowledge, learning and understanding in the service of society. The Department of Education and Professional Studies at King's College London, part of the Faculty of Social Science and Public Policy, provides, among other things, initial teacher training for English language teachers as part of its MA in TESOL and BA in English Language and Communication, initial teacher training for teachers of Modern Foreign Languages as part of the Postgraduate Certificate of Education, and in-service professional education for language teaching through its MA in Applied Linguistics and English Language Teaching and MA in Modern Foreign Languages. The Centre for Language, Discourse and Society at King's College London conducts research on language, communication, society and education. THE ENTITY has particular expertise in language and literacy, language teaching methodology, teacher education, materials design, language assessment, teaching English for academic purposes, and teaching English as a lingua franca. .

1.4.2 Is ranked as follows:

2014	QS World University Ranking	16
2013-14	Times Higher Education World University Rankings	38

SECOND: BACKGROUND

The Agreement of International Interinstitutional Cooperation, between PRONABEC and THE ENTITY, exercises the intention of the parts to strengthen their efforts to increase the offer of special scholarships for teachers of public educational institutions through the program called "Specialization Scholarship in Pedagogics for Appointed Teachers of Peruvian Public Schools – English Specialty" that according to Peruvian Legislation PRONABEC must grant to enhance the human capital, forming a generation of critical and reflective principals and teachers capable of improving the quality productive professional and technical training of its students; as well as implement projects in response to the educational needs and research promoting competitiveness and scientific and technology development for Peru.

THIRD: LEGAL FRAMEWORK

- 3.1. Law 29837 creates the National Program of Scholarships and Educational Credit, amended by the Modificatory Complementary Disposition Sixth of the Law 30281 – Budget Law of Public Sector for Fiscal Year 2015.
- 3.2. Supreme Decree N° 013-2012-ED approves the Regulation of the Law 29837, amended by Supreme Decree No. 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 CEO to sign this kind of agreements.
- 3.5. King's College London Charter and Statutes



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FOURTH: OBJECTIVE

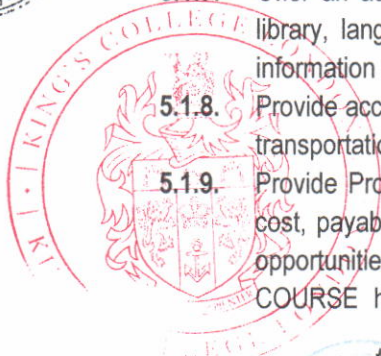
Promote the access for special scholarship called "Specialization Scholarship in Pedagogics for Appointed Teachers of Peruvian Public Schools – English Specialty", funded by PRONABEC, through special tailored made programs in methodologies and skills for English teachers language of Peruvian public school, who have obtained the score required by THE ENTITY and comply with Pronabec's regulations.

FIFTH: COMMITMENTS OF THE PARTIES

5.1. COMMITMENTS OF THE ENTITY

THE ENTITY assumes the following commitments:

- 5.1.1. Select the candidates according to admission criteria agreed with PRONABEC, stated in the technical file of the scholarship for pedagogical specialization programmes and based on a list of qualified applicants provided by PRONABEC.
- 5.1.2. Grant to selected candidates an unconditional admission letter indicating their merit position in the selection process, deadline for enrollment and the programme schedule. This letter is indispensable for the candidates to apply in PRONABEC Scholarships Contest for pedagogics specialization.
- 5.1.3. Facilitate any other document to obtain the appropriate visa for the entire length of THE COURSE. THE ENTITY expressly acknowledges that PRONABEC scholarship holder must return to their country to revert in their hometowns the acquired knowledge in order to accomplish the Peru Service Commitment. In that sense, THE ENTITY will not make any kind of offer to scholarship holders to work or to research in United Kingdom after have finishing their studies.
- 5.1.4. Offer special tailored made programs for teachers of public educational institutions in English Specialty, with educational services of the best quality to the Scholarship holders awarded by PRONABEC.
- 5.1.5. Provide tutoring to scholarship holders during their studies.
- 5.1.6. Ensure a quality academic service with high teaching level. The design of the curriculum mesh of THE COURSE considered for the achievement of the learning to be issued in 2015, Peruvian summer is stated in **ANNEX N° 01**. At every opportunity that required the development of the studies, THE ENTITY shall inform the costs to PRONABEC, based on the number of scholarship holders, thematic, course dates, schedule of activities etc. which in each occasion will be supported through the corresponding technical file by Postgraduate Office and approved by Executive Directorial Resolution of PRONABEC, with the purpose of holding a costs annual Addendum, in case of being declared eligible. The **costs** for the year 2015 are set out in the **ANNEX N° 02**, which is an integral part of the Agreement.
- 5.1.7. Offer an adequate infrastructure, ensuring research environments, allowing access to the library, language laboratories or equivalents that allow the scholarship holders to access information that guarantees an adequate academic training.
- 5.1.8. Provide access to housing in home accommodation, half-board seven days a week and local transportation to all Pronabec's scholarship holders during their stay in United Kingdom.
- 5.1.9. Provide Pronabec with one invoice for non-refundable costs for 50% of the projected total cost, payable in Great Britain Pounds (GBP) once the agreement be signed and for future opportunities 14 days before COURSE commencement, and a final invoice once THE COURSE has finished for the difference regarding the educational services effectively





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provided by THE ENTITY to Pronabec's scholarship holders in coordination with the PRONABEC's Postgraduate Scholarships Office and its Subventions Area and according with the Regulations for this kind of matters. The final invoice must be accompanied by a detailed report indicating the completion of the scheduled activities and an overall evaluation (brief summary) of the participation and learning performance of the scholarship holders, including the number of hours planned for THE COURSE, the results of the evaluations performed and the receipt of study materials by the scholarship holders.

5.1.10. Grant a Certificate in English and Spanish to each scholarship holder indicating the completion of the COURSE, with final grades obtained by participants in their evaluations, indicating their level of attendance and sending a copy of the certificates to PRONABEC.

5.2. COMMITMENTS OF PRONABEC

PRONABEC commits to:

- 5.2.1. Notify, the list of applicants who are qualified to apply for THE COURSE. The number of qualified applicants and participants to be selected is defined for each programme.
- 5.2.2. Award the "Specialization Scholarship in Pedagogics for Appointed Teachers of Peruvian Public Schools – English Specialty", among those teachers selected by THE ENTITY that occupy the top places in the Scholarship Contest according to the selection process to be adopted at every opportunity.
- 5.3.1. Communicate to THE ENTITY the list of scholarship holders that will travel to United Kingdom for THE COURSE and the quantity, role and names of staff members that will accompany the groups during The COURSE.
- 5.3.2. Grant the following subventions for all scholarship holders that will take THE COURSE:
 - a. Stipend for living expenses.
 - b. Stipend for course materials.
 - c. Roundtrip flight tickets: Lima – London (at the beginning of THE COURSE) and London–Lima (at the end of THE COURSE)
 - d. THE COURSE certification costs and those others indicated in number 1.3.2 above when applicable.
 - e. Consular fees.

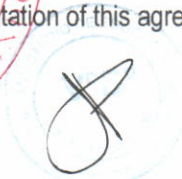
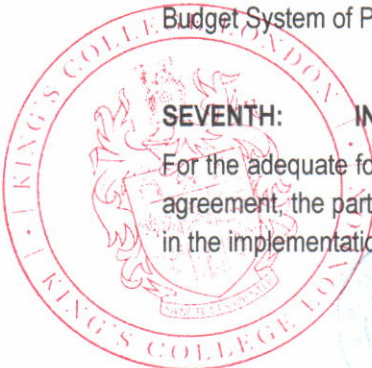


SIXTH: FINANCING

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 certifications. The financing corresponding to THE MINISTRY is granted by PRONABEC 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.

SEVENTH: 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 Inter institutional Coordinators, according to the functions exercised in the implementation of this agreement, the following officials:



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By THE MINISTRY OF EDUCATION

- Responsible : Executive Director of PRONABEC
- Alternative 1 : Chief of Postgraduate Scholarships Office of PRONABEC.
- Alternative 2 : Coordinator of Special Scholarships for Pedagogics Specialization of PRONABEC.

By THE ENTITY

- Responsible : Vice Principal (International) King's College London
- Alternative 1 : Director of International Strategy, King's College London
- Alternative 2 : Department Manager, Department of Education & Professional Studies King's College London

PRONABEC and THE ENTITY shall substitute their Interinstitutional coordinators when considered appropriate.

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

EIGHTH: DURATION OF THE AGREEMENT

The period of validity of this agreement is (05) five years, starting from the date of subscription.

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.

NINTH: AGREEMENT MODIFICATIONS

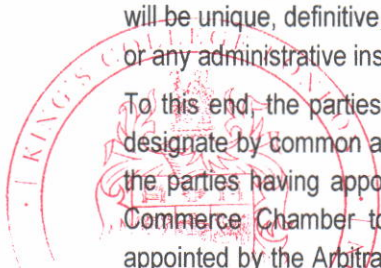
Any modification, restriction, broadening or extension of this agreement can be done through mutual consensus of the parts and must be formalized by Addendum which will become part of this agreement.

TENTH: SOLUTIONS TO CONTROVERSIES

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.

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 equity or awareness arbitration, whose arbitral award will be unique, definitive, unchallengeable and binding on the parties and may not be appealed to the judiciary or 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 hear and solve the case. If this period expires without the parties having appointed the arbitrator, either party will may request the Arbitration Center of the Lima Commerce Chamber to appoint the arbitrator of equity among its skillful members. If the arbitrator is appointed by the Arbitration Center of the Lima Chamber of Commerce, after the arbitrator has assumed the



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charge and received the positions of both parties, the arbitral award shall be issued within fifteen working days.

ELEVENTH: FINAL DISPOSITIONS

- 11.1. The parties subscribing this agreement, expressly state to be subject to Peruvian Law, British Law and the pacts contained in this agreement that are Law between parties. Nothing in this agreement shall however obligate nor the ENTITY, neither PRONABEC to act against mandatory British or Peruvian legislation, accordingly.
- 11.2. The parties state that their respective residences are the addresses mentioned in the introduction to this document, in which each other will be passed validly communications and / or notifications as necessary. Any variation of these addresses will be effective the tenth business day of being notified in writing to the other party.
- 11.3. 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 seventh clause above.
- 11.4. This Agreement may be terminated by either party by written notice given no later than 30 days before the start of THE COURSE and will not generate any obligation to indemnify to counterparty. Termination or cancellation of this Agreement within 30 days before the start of THE COURSE will cause devolution of the 50% advance payment. Curtailment or postponement of THE COURSE after the start date of THE COURSE will generate the obligation for pay THE COURSE fees according to clause 5.1.9.
- 11.5. If this Agreement is terminated during the execution of THE COURSE, PRONABEC is responsible for covering the charges to which it has committed until the completion of THE COURSE by the scholarship holders at THE ENTITY.
- 11.6. Each party of this Agreement is responsible for its own negligence and the negligence of its employees and agents.
- 11.7. Each party is independent of the other party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties.
- 11.8. No party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, actions of third parties or actions or decrees of governmental bodies beyond the control of the affected party (hereafter, a **force majeure event**). A force majeure event shall not constitute a breach of this agreement. The party so affected shall give prompt notice to the other party of the force majeure event. upon such notice, all obligations of the affected party under this agreement which are reasonably related to the force majeure event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable. Notwithstanding, if after fifteen (15) days from the force majeure event the affected party cannot resume performance, the other party may terminate this Agreement with no further responsibilities.
- 11.9. The parties shall take the necessary measures to avoid or minimize any prejudice, between themselves and Scholarship Holders.

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.



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By THE MINISTRY OF EDUCATION OF PERU



Dr. Raúl Choque Larrauri

Executive Director of PRONABEC

Date: 26.01.2015

By KING'S COLLEGE LONDON



Dr Joanna Newman MBE FRSA,

Vice-Principal (International),

Date:

19.01.2015



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ANNEX N° 01

CURRICULAR GRID AND TEACHERS LIST

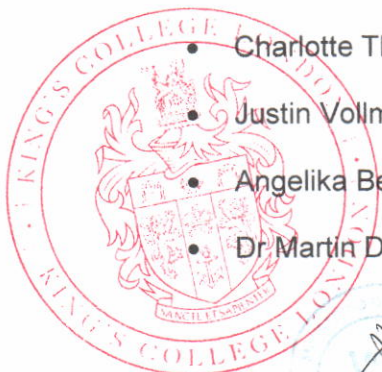
ENTITY	KING'S COLLEGE LONDON
COMPONENT	SPECIAL SCHOLARSHIPS MANAGED BY POSTGRADUATE SCHOLARSHIPS OFFICE
MODALITY	SPECIALIZATION IN PEDAGOGICS
SEMINARY	PROFESSIONAL DEVELOPMENT FOR PUBLIC SCHOOL ENGLISH TEACHERS
DURATION	SEVEN WEEKS
CALL	2015

1. PROGRAMME SCHEDULE

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
General English in Open and/or Closed groups	General English in Open and/or Closed groups	Language Development and Teaching Methodology	Language Development and Teaching Methodology	Teaching Methodology & Skills	Teaching Methodology & Skills	Teaching plans for implementing new ideas
Language Development and Teaching Methodology	Language Development and Teaching Methodology	Teaching Methodology & Skills Micro-teaching	Teaching Methodology & Skills Micro-teaching	Teaching practice (TP) and/or micro-teaching	Teaching practice (TP) and/or micro-teaching	Mini conference for teachers

2. KEY PROJECT MANAGEMENT RESPONSIBILITIES

- Nick Andon, Programme Director, King's College London
- Charlotte Thompson, Programme Manager, International House London
- Justin Vollmer, Director of Operations, International House London
- Angelika Becker, Trainee Welfare Officer, International House London
- Dr Martin Dewey, Senior Lecturer, King's College London



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3. LISTING OF DISCUSSION LEADERS AND INVITED TO SEMINARS

As well as the main programme, guest lecturers will include:

Dr Martin Dewey (King's College London)

Dr Nick Andon (King's College London)

Andrea Borsato (International House London)



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ANNEX N° 02

COSTS 2015

COST PER SCHOLARSHIP HOLDER IN GREAT BRITISH POUNDS STERLING - GBP

ENTITY	KING'S COLLEGE LONDON
COMPONENT	SPECIAL SCHOLARSHIPS MANAGED BY POSTGRADUATE SCHOLARSHIPS OFFICE
SCHOLARSHIP MODALITY	SPECIALIZATION IN PEDAGOGICS
SEMINAR	PROFESSIONAL DEVELOPMENT FOR PUBLIC SCHOOL ENGLISH TEACHERS
DURATION	SEVEN WEEKS
CALL	2015

COSTS	Unitary Cost in GBP per Scholarship Holder
Training	2,312.40 GBP
Study Material Didactic	250.00 GBP
Certification	100.00 GBP
Housing	1,237.60 GBP
Dining	254.80 GBP
TOTAL UNITARY COST	4,154.80 GBP



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