



CONVENIO Nº 392-2013- MINEDU

AGREEMENT FOR INTERINSTITUTIONAL COLLABORATION

BETWEEN

THE MINISTRY OF EDUCATION OF PERU AND THE QUEENSLAND UNIVERSITY OF TECNOLOGY



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 Credit 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 THE QUEENSLAND UNIVERSITY OF TECHNOLOGY with address in 2 George Street, Brisbane QLD 4000, AUSTRALIA, hereafter THE ENTITY, represented by Prof. Scott Sheppard, Deputy Vice Chancellor (International & Development), who is appropriately authorized to celebrate this agreement as stated in its Manual of Policy and Procedures, Chapter I/3.1, under the terms and conditions expressed as follows:

FIRST: THE PARTIES

- **1.1** THE MINISTRY 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 OBEC, is the body of THE MINISTRY in charge of elaborating, proposing and executing policies related to the awarding of scholarships and educative credit through its Executive Unit N° 117: National Scholarship and Educative Credit Program, hereafter PRONABEC, which is the functional structure 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 academic excellence to programs of study as well as guaranteeing their permanence, culmination and obtaining of their degree titles.

1.3 PRONABEC,

- 1.3.1 Finances graduate studies for professionals with high academic performance and insufficient economic resources in Eligible International Higher Educational Institutions and Universities whom 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 Rankings, and focusing on studies related to peruvian scientific and technological development.
- 1.3.2 Funds tuition, pension, study materials, language course where appropriate; insurance with health and accident coverage, certification (administrative costs for obtaining the relevant degree or equivalent), monthly allowance for food, lodging and local transportation and others PRONABEC determines by the rules of each call, as budget availability; international transport (only at the beginning and end of the academic program), except the repetition of unapproved courses.

1.4 THE ENTITY is the Queensland University of Technology being ranked 281 according to QS World University Rankings and 251-275 according to Times Higher Education World University Ranking, published in the year 2012-13.







SECOND: BACKGROUND

The Agreement of Interinstitutional Cooperation, between THE MINISTRY and THE ENTITY, expresses the intention of the parties to strengthen their efforts to increase the offering of graduate scholarships with the objective of boosting the human capital with an adequate formation, training, skilling and research, promoting competitiveness and scientific and technological development for Peru.

LEGAL FRAMEWORK THIRD. -

- 3.1. Law 29837 creates the National Scholarship and Educative Credit Program, 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.
- 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.
- 3.4. Ministerial Resolution N° 010-2013-ED delegates representation to OBEC's Chief to sign this agreement.

The general objective of this agreement is to drive the efforts of THE MINISTRY in building advanced human

FOURTH. -**GENERAL OBJECTIVE**

capital through the awarding of scholarships for graduate studies programs in order to promote the scientific,



SPECIFIC OBJECTIVE FIFTH. -

academic, economic, social and cultural development of the country.

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

The length of the Graduate Scholarships is determined by the program of choice according to the parameters of QUT in relation to the Master and Doctoral programs specified in Annex 1 of this agreement, according to prioritized fields previously mentioned.

COMMITMENTS OF THE PARTIES SIXTH. -

6.1. COMMITMENTS OF THE ENTITY

THE ENTITY assumes the following commitments:

- Annually, at fiscal year's beginning, THE ENTITY will inform the MINISTRY about application 6.1.1. costs, registration, tuition fees, English language entry requirements and all educational services provided by THE ENTITY in Masters and Doctorate studies to fellows of THE MINISTRY, which are the lowest unsubsidized of THE ENTITY. For the academic period 2013-2014 these costs are indicated in Annex Nº 1 of this agreement. They include 10% (ten per cent) sponsorship for QUT Faculty of Science and Engineering Masters by Coursework studies to the first 05 (five) fellows every year and 25% sponsorship for PhD programs to the first 10 (ten) fellows every year as nominated by THE MINISTRY.
- Provide an offer letter (admission letter or acceptance letter) to each peruvian professional 6.1.2. that meets minimum Academic and English entry requirements as specified for the Masters or PhD programs, to enable applicants to fulfil one of the prerequisites to obtain a scholarship given by THE MINISTRY for Master and Doctorate studies as indicated in Annex 1.
- Provide all documentation needed to obtain the Student Visa for the entire length of the 6.1.3. graduate program chosen by the student. This visa shall not be renewed for any reason other







than for completion of graduate studies, due to the obligation of the fellows to return to Peru, to revert in their region of origin, the acquired knowledge.

- **6.1.4.** Provide to the Scholarship awardees, relevant graduate student support services and language and learning support, as required, during their graduate studies program.
- **6.1.5.** Provide to THE MINISTRY a complete report on the academic progress and disciplinary status of each scholarship holder at the end of each academic period.
- 6.1.6. Provide to each scholarship holder up 12 weeks of English for Academic Purposes (EAP) at the Language Center of THE ENTITY prior to commencing their graduate studies, if necessary. THE ENTITY will fund two (02) weeks and THE MINISTRY ten (10) weeks. Eligible students must meet the entry requirements for the English for Academic Purposes (EAP) program as outlined in 6.1.2.
- 6.1.7. Provide to THE MINISTRY information about the Master and PhD academic programs officially accredited internationally.
- **6.1.8.** Provide to THE MINISTRY, assistance to install a direct link to the website of THE ENTITY into the institutional electronic portal of PRONABEC to facilitate access to information concerning the Master and Doctorate programs offered by THE ENTITY.
- **6.1.9.** Provide to the scholarship holders accommodation services and orientation programs as required.
- **6.1.10.** Support and provide appropriate facilities for the scholarship holders to start their research work from the beginning of their studies in order to have it completed by the nominated end of their academic program and achieve their respective title.
- **6.1.11.** Facilitate a well-equipped research space to each PhD scholarship holder of THE MINISTRY in order to guarantee the normal development of their research activities.
- **6.1.12.** Provide the MINISTRY with academic monitoring as required, notifying the MINISTRY immediately where a scholarship holder is to be excluded from the entity o disapproved an academic period, for the Ministry to take repatriation action of the fellow.

6.2. COMMITMENTS OF THE MINISTRY

THE MINISTRY, through PRONABEC, commits to:

- 6.2.1. Cover the entire costs of each Peruvian scholarship holder as indicated in 6.1.1 and 6.1.6.
- **6.2.2.** Grant an annual stipend for the concept of living expenses, paid in 12 equal parts per month to each scholarship holder.
- 6.2.3. Grant an annual stipend for the purchase of academic materials.
- **6.2.4.** Provide roundtrip flight tickets to each scholarship holder; Lima Brisbane (at the beginning of the academic program) and Brisbane Lima (at the end of the academic program).
- **6.2.5.** Provide appropriate health insurance with medical and hospital coverage to each scholarship holder during their stay in THE ENTITY.
- 6.2.6. Cover the degree certification costs and those indicated in number 1.3.2 ut supra.

6.3 COMMON COMMITMENTS

- **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.













SEVENTH: THE FINANCING

THE MINISTRY will cover all costs as indicated in numeral 6.2, except the repetition of unapproved courses, and THE ENTITY will assume the costs indicated in numeral 6.1 of the Sixth Article, with the objective that the Peruvian scholarship holders can access, stay and finish their studies in THE ENTITY and reach their degree. The financing allocated 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: INTERINSTITUTIONAL COORDINATION

For adequate follow up, supervision and monitoring of compliance with 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:

For THE MINISTRY

	Respons	sible :	Executive Director of PRONABEC
	Alternativ	ve :	Chief of the Post Graduate Scholarships Office of PRONABEC.
	For THE ENTITY		
/	Respons	sible :	Executive Director of QUT International
	Alternativ	ve :	Director, International & Marketing Services



THE MINISTRY, through PRONABEC, and THE ENTITY shall substitute their inter-institutional coordinators when considered appropriate. The substitution will take effect on the seventh day following receipt of advice in writing as given by the counterpart.

NINTH:

LENGTH OF THE AGREEMENT VALIDATION

The length of validity of this agreement is (04) four years, starting from the date of final signature with the possibility of extension for a further (04) four years through mutual negotiation.

In finalizing the length of validation, the commitments assumed by the parties will remain in effect until the total compliance and execution of the pending commitments are fulfilled.

TENTH:

AGREEMENT MODIFICATIONS

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

ELEVENTH: SOLUTIONS TO CONTROVERSIES

This agreement is legally binding however should 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, the parties express their will to engage in awareness 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, designate by mutual agreement a sole arbitrator to be assigned to hear and solve the case. Should the parties fail to appoint an arbitrator within five working days, either party may request the Arbitration Center of the Chamber of Commerce of Lima to appoint one from its membership. After taking up the charge and receiving the positions of the parties, the final arbitration outcome shall be issued within fifteen working days.

TWELVETH: FINAL DISPOSITIONS

- 12.1. The parties subscribing this agreement, agree to be subject to Peruvian law and that their respective residences are the addresses set out in the introduction to this document, Any variation of these addresses must be validly communicated and/or notified in writing and will be effective the tenth business day of this notification being received by the other party.
- 12.2. All communications shall be valid and effective if submitted in writing, sent and received via: fax, institutional e-mail, certified mail or notarized communications, and sent between those who subscribe to this agreement and/or between Inter Institutional Coordinators, as designated by the parties at in Clause 8 ut supra.
- **12.3.** This Agreement may be terminated by either party at any time for any reason, by giving the other party 30 days notice in writing. As such:
 - a. The decision shall become effective at the conclusion of the current academic period in which the decision to terminate is communicated.
 - **b.** The resolution does not affect the activities and obligations that the parties are undertaking at the time of termination, which should continue to be met until complete implementation, as appropriate.
 - c. The parties agree that THE ENTITY will proceed to settle and THE MINISTRY to pay the costs incurred through PRONABEC until end of current academic period for currently enrolled fellows.
 - d. If currently enrolled fellows do not seek appropriate transfer to another university to complete their studies, the obligations set out in this agreement will remain in force between the parties exclusively regarding these fellows. No new calls for scholarship will be made for THE ENTITY by THE MINISTRY.
 - 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.

For THE MINISTRY

Dr. Raúl Choque Larrauri Chief of OBEC

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For THE ENTITY

Prof. Scott Sheppard Deputy Vice Chancellor International & Development Queensland University of Technology

15 August 2013





Date: 0 4 SET. 2013

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ANNEX N° 1 MASTERS AND PHD SUBSIDIZED TO FELLOWS BY THE MINISTRY OF EDUCATION OF PERU IN QUEENSLAND UNIVERSITY OF TECNOLOGY – Brisbane - AUSTRALIA							
FACULTY	COURSE CODE	COURSE NAME	CRICOS Code	2014 INDICATIVE FEE (PER STUDY PERIOD)	STUDY PERIODS FOR COURSE	SEMESTER OF ENTRY	IELTS requirement
Faculty of Education	ED79	Master of Education	064908D	\$ 12,200	2	February, July	6.5
Faculty of Education	ED12	Master of Education (Research)	002501G	\$ 12,100	2	Anytime	6.5
Faculty of Education	ED11	Doctor of Education	015023C	\$ 12,100	6	January	6.5
University Wide	IF49	Doctor of Philosophy (Education)	006367J	\$ 14,600	6	Anytime	6.5
Faculty of Health	HL88	Master of Health Science	009030K	\$ 12,900	3	February, July	6.5
Faculty of Health	PU85	Master of Public Health	009029C	\$ 12,600	3	February	6.5
Faculty of Health	PY18	Master of Clinical Psychology	052769J	\$ 11,900	4	February	7
Faculty of Health	IX20	Master of Psychology (Educational and Developmental)	053489J	\$ 11,900	4	February	7.5
Faculty of Health	HL84	Master of Applied Science (Research)	007897G	\$ 13,900	4	Anytime	6.5
Faculty of Health	HL90	Doctor of Health Science	037680K	\$ 12,700	6	February, July	6.5
Faculty of Health	PY50	Doctor of Psychology (Clinical)	059989G	\$ 11,900	6	February	7
University Wide	IF49	Doctor of Philosophy (Health)	006367J	\$ 14,600	6	Anytime	6.5
Science and Engineering Faculty	PH80	Master of Applied Science	043548G	\$ 12,600	3	February, July	6.5
Science and Engineering Faculty	EN50	Master of Engineering	060811A	\$ 13,300	2	February, July	6.5
Science and Engineering Faculty	BN87	Master of Engineering Management	006368G	\$ 13,300	2	February, July	6
Science and Engineering Faculty	IT43	Master of Information Technology	003776E	\$ 12,600	3	February, July*	6.5
Science and Engineering Faculty	IT44	Master of Information Technology (Advanced)	053123F	\$ 12,600	4	February, July	6.5
Science and Engineering Faculty	PH82	Master of Lighting	058287A	\$ 12,800	3	February	6.5

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Science and Engineering Faculty	BN89	Master of Project Management	060815G	\$ 13,300	2	February, July	6.5
Science and Engineering Faculty	BN71	Master of Applied Science- Built Environment (Research)	007897G	\$ 14,500	2	Anytime	6.5
Science and Engineering Faculty	SC80	Master of Applied Science (Research)	007897G	\$ 14,100	4	Anytime	6.5
Science and Engineering Faculty	BN72	Master of Engineering (Research)	003465J	\$ 14,500	2	Anytime	6.5
Science and Engineering Faculty	IT60	Master of Information Technology (Research)	020309B	\$ 12,100	3	Anytime	6.5
Science and Engineering Faculty	IT81	Doctor of Information Technology	063035A	\$ 12,200	6	Anytime	6.5
University Wide	IF49	Doctor of Philosophy (Science and Engineering)	006367J	\$ 14,600	6	Anytime	6.5

SPONSORSHIP CODES

 10% Science & Engineering PG Coursework
25% PhD Sponsorship
2 week EAP Sponsorship



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