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INTER-INSTITUTIONAL COLLABORATION AGREEMENT BETWEEN THE NATIONAL SCHOLARSHIP AND EDUCATIONAL CREDIT PROGRAM AND THE CANADA CALDO CONSORTIUM

This document includes the Inter-Institutional Collaboration Agreement entered into by and between

the **NATIONAL SCHOLARSHIP AND EDUCATIONAL CREDIT PROGRAM**, with RUC (Taxpayer Identification Number) No. 20546798152, with legal address at Paseo de la República N° 3755, San Isidro district, province and department of Lima, duly represented by its Executive Director, Ms. **ALEXANDRA AMES BRACHOWICZ**, identified with DNI No. 41317668, appointed by Ministerial Resolution No. 119-2024-MINEDU, hereinafter **PRONABEC**; and

the **CANADA CALDO CONSORTIUM**, with legal address at 135 Laurier Ave West, Ottawa, Ontario, duly represented by its Chair, Dr. **PETER MASCHER**, identified with Passport No. HM061069, appointed by the letter certifying his position, which is signed by the Canadian universities, members of the consortium hereinafter **CALDO**; according to the terms and conditions expressed in the following clauses:

FIRST CLAUSE: THE PARTIES

- 1.1. **PRONABEC** was created by Law No. 29837 by the Ministry of Education of Peru and is a functional organizational structure in charge of the design, planning, management, monitoring, and evaluation of scholarships and educational credits. It aims to contribute to equal opportunity in the access of low-income students to higher education, ensuring their permanence, completion, and earning of their degrees.
- 1.2. **CALDO** is a non-governmental, non-profit consortium of Canada's leading research universities that are committed to international cooperation and student mobility (listed in Annex 1 and referred to in this Agreement as a "CALDO Member University").
- 1.3. For the purposes of this Agreement, where reference is made to **PRONABEC** and **CALDO**, they shall be referred to as **THE PARTIES**.

SECOND CLAUSE: BACKGROUND

- 2.1. Inter-institutional Collaboration Agreement, dated August 26, 2014, signed between the Ministry of Education of Peru through **PRONABEC** and **CALDO** to promote long-term collaboration and exchange in post-secondary education and to make it easier for PRONABEC scholarship holders to undertake undergraduate or graduate studies and research at a CALDO Member University with funding provided through PRONABEC and CALDO Member Universities in some instances.
- 2.2. Inter-institutional Collaboration Agreement No. 64-2019-MINEDU/VMGI-PRONABEC, dated December 19, 2019, signed between **PRONABEC** and **CALDO**, to lay the foundations for collaboration between **THE PARTIES** to promote the access, permanence and completion of graduate studies of **PRONABEC** scholarship holders who are studying at **CALDO** Member

Universities, to strengthen the academic knowledge , as well as to promote scientific research to satisfy the needs of the country, especially those existing in the scholarship holders' place of origin.

- 2.3. By email dated October 24, 2024, **CALDO** expressed its interest in renewing the Inter-Institutional Collaboration Agreement signed on December 19, 2019 to **PRONABEC** intending to lay the foundation to continue the mutual collaboration between **PRONABEC** and **CALDO** and maintain the Consortium's interest in extending the collaborative work to other initiatives to promote the participation of PRONABEC scholarship holders in programs at different levels: undergraduate, graduate and research, short professional development training, among others in which CALDO Member Universities are currently working.
- 2.4. The **PRONABEC** Office of National Coordination and International Cooperation supports the need to sign this Agreement within the framework of the duties established in the Article 65 and Article 66 (b) of the *Manual de Operaciones del Programa Nacional de Becas y Crédito Educativo*, approved by Ministerial Resolution No. 119-2024-MINEDU.
- 2.5. Additionally, PRONABEC considers of interest exploring the participation of scholarship holders in initiatives related to research, short training programs and professional development, among other programs CALDO Member universities are working on and that could be organized as a result of this collaboration relationship, for which specific agreements could be signed in the future.
- 2.6. This nonprofit collaboration Agreement is in accordance with the provisions of the Unique Ordered Text of the Law No. 27444, General Administrative Procedure Law, approved by Supreme Decree No. 004-2019-JUS.

THIRD CLAUSE:	LEGAL BASIS
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The legal basis of this Agreement is based on the following provisions:

- 3.1. Constitution of Peru.
- 3.2. Law No. 27269, Law on Digital Signatures and Certificates, which regulates the use of electronic signatures, granting them the same validity and legal effectiveness as using a handwritten signature or other analogous signature that entails a manifestation of will.
- 3.3. Law No. 28044 – General Law on Education.
- 3.4. Law No. 29733 – Personal Data Protection Act.
- 3.5. Law No. 29837 which creates the National Program of Scholarships and Educational Credit
- 3.6. Law No. 30220 – University Law.
- 3.7. Law No. 31224, Law on the Organization and Duties of the Ministry of Education.
- 3.8. Supreme Decree No. 003-2008-PCM, which prohibits the use of the Ministries and Decentralized Public Agencies' names and abbreviations and institutional logos without the respective authorization.
- 3.9. Legislative Decree No. 1071, which rules Arbitration.
- 3.10. Supreme Decree No. 052-2008-PCM, Regulations of the Law on Digital Signatures and Certificates.
- 3.11. Supreme Decree No. 011-2012-ED, which approves the Regulations of Law No. 28044, General Education Law.
- 3.12. Supreme Decree No. 001-2015-MINEDU – Regulations on Organization and Duties of the Ministry of Education.

- 3.13. Supreme Decree No. 026-2016-PCM, which approves measures to strengthen the official electronic signature infrastructure and the progressive implementation of digital signatures in the Public and Private Sectors, and which establishes in its Fourth Final Supplementary Provision that Public Administration entities and those governed by it may use electronic signatures other than digital signatures in administrative procedures, processes and procedures, when said entities consider that these signatures are appropriate according to the risk assessment carried out based on the nature of each administrative procedure, process or procedure.
- 3.14. Supreme Decree No. 004-2019-JUS, which approves the Single Harmonized Text of Law No. 27444, Law of General Administrative Procedure.
- 3.15. Supreme Decree No. 018-2020-MINEDU, which approves the Regulations of Law No. 29837, the Law that creates the National Program of Scholarships and Educational Credit.
- 3.16. Supreme Decree No. 016-2024-JUS, which approves the Regulation of the Personal Data Protection Law
- 3.17. Ministerial Resolution No. 119-2024-MINEDU, which approves the Operations Manual of the National Program of Scholarships and Educational Credit – MOP of PRONABEC.
- 3.18. General Secretariat Resolution No. 211-2017-MINEDU, approving Directive No. 003-2017-MINEDU/SG, entitled "Formulation, Review, Subscription, Execution, Monitoring and Evaluation of Agreements entered into by the Ministry of Education."
- 3.19. Executive Directorate Resolution No. 070-2023-MINEDU/VMGI-PRONABEC, which approves the User Manual of the "Ally for Pronabec Education" brand.

The aforementioned regulations include their additional, amending and related provisions, if applicable.

FOURTH CLAUSE:	OBJECTIVE
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The purpose of this Agreement is to lay the foundations for collaboration between **THE PARTIES** to promote the access, permanence and completion of graduate studies of **PRONABEC** scholarship holders studying at **CALDO** Member Universities, with the purpose of strengthening and deepening the academic knowledge, as well as promoting scientific research to satisfy the needs of the country, especially those in the scholarship holders place of origin.

FIFTH CLAUSE:	COMMITMENTS OF THE PARTIES
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THE PARTIES agree to the following:

5.1. **CALDO Commitments**

Promotion

- 5.1.1. Promote CALDO Member Universities among Peruvians having finished undergraduate programs with high academic performance and who are the target population of the PRONABEC Beca Generación del Bicentenario scholarship. These universities meet the eligibility requirements for this scholarship program.

Information

- 5.1.2. CALDO Member Universities will provide up-to-date information on their official websites on available academic programs and opportunities for Peruvian students pursuing graduate studies through the PRONABEC Beca Generación del Bicentenario scholarship. Peruvian students must confirm the eligibility of their program of choice in advance with the CALDO graduate program coordinator by email (graduate.coordinator@caldo.ca).
- 5.1.3. Before the beginning of the semester and before **PRONABEC** scholarship recipients leave for Canada, CALDO will organize an online information session via teleconference on life in Canada (online pre-departure webinar).
- 5.1.4. Provide information to **PRONABEC** scholarship recipients on access to housing and food in university residences, if available, or in student housing or private student accommodations, as well as access to counselling and orientation services.

Administrative and Educational Services

- 5.1.5. **CALDO** Member Universities will provide the documentation, in accordance with the international student admission process and Canadian Migration Law, needed to obtain a Student Visa for the entire length of the master's or PhD program chosen by the candidate. All students will be subject to the rules and regulations of Immigration, Refugees and Citizenship Canada regarding visa requirements and study permits.
- 5.1.6. Provide support in the registration process and educational services to **PRONABEC** scholarship recipients, as appropriate, to begin, continue and complete their graduate studies.
- 5.1.7. Provide all necessary documentation scholarship recipients need to complete their administrative procedures with **PRONABEC**.
- 5.1.8. Provide relevant administrative assistance to scholarship holders who have finished their studies for obtaining a master's or doctoral degree. **PRONABEC** will subsidize the corresponding administrative procedure.
- 5.1.9. CALDO Member Universities will ensure a well-equipped research space for each **PRONABEC** scholarship recipient in order to allow for the normal development and completion of their research activities.
- 5.1.10. **CALDO** and its Member Universities declare being aware of the following:
 - a. **PRONABEC** is legally prohibited from paying for repeating a course in which a scholarship recipient did not obtain a satisfactory grade and, as such, cannot be invoiced by CALDO or its Member Universities for those courses in the following academic period. Courses that must be repeated will be the responsibility of the failing student.
 - b. **PRONABEC** declares the loss of the scholarship by any scholarship holder who has failed the same course more than two (02) times or has failed all the courses in the same cycle of studies. Therefore, CALDO Member Universities will not be able to manage the enrollment in the following academic period of scholarship holders who failed the same course more than two (02) times or

failed all the courses in the same cycle of studies in the previous academic period.

On Financial Services

- 5.1.11. **CALDO** will provide PRONABEC with advance information on each scholarship recipient's annual or semester academic costs.
- 5.1.12. The corresponding CALDO Member University will cover the differential tuition fee for international students, the difference between the tuition fee established for international students and the tuition fee established for Canadian students, for up to four (04) years for doctoral programs. Some CALDO member universities, in accordance with their individual policies, will cover the difference between the tuition fee for international students and the tuition fee for resident students, for up to two (2) years of full-time study in a research or thesis-based master's program. The total tuition fee of Peruvian scholarship holders at Member Universities will be co-financed by PRONABEC and CALDO. Professional or course-based master's degree programs are not included in this agreement, and their costs will be at international student tuition rates.
- 5.1.13. **PRONABEC** will obtain, through the Graduate Coordinator at **CALDO** (graduate.coordinator@caldo.ca), the tuition fees for different master's programs at each of its Member Universities to confirm whether the master's programs selected by the university are included in this agreement and eligible for the international differential tuition waiver.

Reporting

- 5.1.14. At the end of each semester, **CALDO** Member Universities will provide PRONABEC scholarship recipients with their transcripts and/or academic progress reports according to their own procedures. **CALDO** will not charge additional administration fees for these services.
- 5.1.15. At the beginning of each academic period, the **CALDO** Member University will provide **PRONABEC** with the corresponding invoice for all its scholarship holders studying at such university including the corresponding costs in accordance with the commitments taken on this agreement and as per its own invoicing guidelines.

Follow-up and Monitoring of Scholarship Recipients

- 5.1.16. Provide academic mentoring and monitoring to **PRONABEC** scholarship recipients and support them during their studies at the university within the free support mechanisms provided by the different CALDO Member Universities.

5.2. PRONABEC Commitments

Promotion.

- 5.2.1. To facilitate the promotion of eligible graduate programs, **PRONABEC** will add a direct link to the CALDO website on its institutional website, provided by CALDO or the corresponding CALDO Member University, with appropriate promotional

information, including admission requirements for graduate studies at CALDO Member Universities via the Beca Generación del Bicentenario Scholarship.

Information on The Status of Scholarship Holders

- 5.2.2. Inform **CALDO** of the resolutions issued by **PRONABEC** that indicate:
- a) The granting of the status of scholarship holder with admission to one of the CALDO Member Universities.
 - b) The response to the requests submitted by the scholarship holders concerning the procedures included in the Regulations of the Pronabec Law, approved by Supreme Decree No. 018-2020-MINEDU.

Funding

- 5.2.3. **PRONABEC** undertakes to cover the costs established on the guidelines of each Call of Beca Generacion del Bicentenario Scholarship for those granted such scholarship, in accordance with the provisions of the "Regulations for the Execution of Grants for Studies Abroad, the Law N ° 29837 and its Regulation.

Follow-up and Monitoring of the Scholarship Holders

- 5.2.4. Follow up and monitor the scholarship recipients permanently to guarantee their permanence and completion of their studies.
- 5.2.5. Take the corresponding administrative actions related to those scholarship recipients who do not meet the established academic requirements of the program or the CALDO Member University to continue, complete or obtain the corresponding title as per its curriculum or violate the rules and conditions of their host CALDO Member Universities.

Common Commitments

- 5.2.6. Promote actions that contribute to mutual support for implementing joint activities in favor of the objective of this agreement.

SIXTH CLAUSE: FINANCING

Since it is an Inter-institutional Collaboration agreement, **THE PARTIES** agree on that it does not imply the transfer of economic resources or payment of any consideration between the institutions but rather the collaboration that contributes to the fulfillment of its objectives, not implying any type of financial commitment between **THE PARTIES**.

SEVENTH CLAUSE: INTERINSTITUTIONAL COORDINATION

- 7.1. To achieve the object and commitments included on this Agreement, **THE PARTIES** agree to designate as Interinstitutional Coordinators:

By **PRONABEC**

- Incumbent Coordinator: Director of the Office of National Coordination and International Cooperation.

- Alternate Coordinator: Director of the Office of Scholarship Management

By **CALDO**

- Incumbent: Academic and Program Manager
- Alternate: Senior Project Coordinator

7.2 **THE PARTIES** may modify the appointment of the inter-institutional coordinator of this Agreement, notifying the person who will perform said role by writing and/or virtual means, which must be communicated in the same way to the other party within a period of no more than five (5) business days from the day following such notification.

EIGHTH CLAUSE: VALIDITY

This Agreement will be valid for five (05) years, counted from the day following the date of the last digital signature. After that, the Agreement may be extended by mutual agreement between **THE PARTIES**, by signing the corresponding addendum. At the end of the term of validity, the commitments taken on by the parties will remain in force until the fulfillment and/or complete execution of those that are in progress.

NINTH CLAUSE: MODIFICATION

THE PARTIES may introduce by mutual agreement and in writing any extension, modification, extension of validity, and/or interpretation of the terms and commitments contained in this Agreement. The corresponding addendum must be made using the same method and formalities of this document and will be an integral part of this Agreement.

TENTH CLAUSE: TRANSFER OF AUTHORITY

THE PARTIES do not have the authority to transfer their position as parties in the current agreement unless there is prior and duly supported consent and authorization from the other party, which will be enforced through the signing of an addendum.

ELEVENTH CLAUSE: RESPONSIBILITY AND CONFIDENTIALITY

- 11.1 **THE PARTIES** undertake to respect the copyright and other intellectual property rights of their counterpart concerning the materials, procedures and other production developed or used in this Inter-institutional Collaboration Agreement.
- 11.2 **CALDO** undertakes not to disclose the information or documentation that **PRONABEC** has provided within the framework of this Agreement, and that **PRONABEC** has identified as "confidential." This obligation shall remain in force even after the termination of this Agreement.
- 11.3. **THE PARTIES** undertake to preserve the confidentiality, integrity and security of the information or documentation provided to each other, which shall be used exclusively to fulfill the objective of this Inter-Institutional Collaboration Agreement and develop the competencies and powers granted to them by law. Those may not be disclosed without the express written authorization of **THE PARTIES**, unless otherwise provided by law.

TWELFTH CLAUSE: PERSONAL DATA PROTECTION

- 12.1. In compliance with the commitments agreed upon in this Agreement, **THE PARTIES**, through the personnel in charge, may have access to personal data information, if applicable. In this case, such processing must be carried out within the framework of Law No. 29733, Personal Data Protection Law, and its Regulations, approved by Supreme Decree No. 016-2013-JUS. Supreme Decree No. 016-2024-JUS
- 12.2. **THE PARTIES** undertake to apply the security measures established in Law No. 29733 and its Regulations, approved by Supreme Decree No. 016-2024-JUS, for the protection and custody of the information containing personal data and to which they have access, reporting promptly the incidents that may arise and put the information above at risk, to perform, if necessary, the respective corrective actions.

THIRTEENTH CLAUSE:	ANTI-CORRUPTION MECHANISM
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- 13.1. **THE PARTIES** acknowledge and guarantee that all activities to be carried out in compliance with this Agreement will be undertaken in strict compliance with the applicable legal provisions on anti-corruption matters, including the Code of Ethics for the Public Service approved by Law No. 27815 (hereinafter the Anti-Corruption Regulations).
- 13.2. During the performance of this Agreement, **THE PARTIES** undertake to conduct themselves at all times with respect, probity, efficiency, suitability, truthfulness and integrity, directly or indirectly, through their representatives, officials and/or personnel related to compliance with this Agreement, not committing illegal acts that contravene the Anti-Corruption Regulations.
- 13.3 **THE PARTIES** undertake to inform the competent authorities in a direct and timely manner about any unlawful act or conduct which violates the Anti-Corruption Regulations concerning any matter that may be related to this Agreement, as well as to adopt the pertinent administrative and/or legal measures to prevent the aforementioned acts or practices.

FOURTEENTH CLAUSE:	TERMINATION
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14.1 If deemed appropriate, any of **THE PARTIES** may terminate this agreement due to the following reasons:

- 14.1.1 Breach of any of a term or condition of this Agreement. Within fifteen (15) business days of such a breach, the affected party will request that the other party fulfill its commitments within thirty (30) business days, otherwise the agreement will be terminated with full right.
- 14.1.2 By mutual agreement. The termination will take full effect on the date that **THE PARTIES** agree in writing.
- 14.1.3 Due to duly justified circumstances of an economic or administrative nature. The termination will take full effect on the date that one of **THE PARTIES** communicates with the other in writing.
- 14.1.4 Duly demonstrated acts of nature or force majeure that prevent compliance. The termination will take full effect on the date that either of **the PARTIES** communicates with the other in writing.

14.2 In case this agreement is terminated, **THE PARTIES** agree to meet the commitments being implemented and arising from this agreement.

FIFTEENTH CLAUSE:	DISPUTE SETTLEMENT
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- 15.1. Any controversy, discrepancy or claim that may arise from this Agreement or that is related to it will be initially resolved through direct contact, which will begin when the interested party communicates its intention through a formal document, granting the other party no less than ten (10) business days for a reply, which shall have the same formality, on the feasibility or not of the demand made by the requesting party.
- 15.2. In the event of reaching a total or partial agreement, **THE PARTIES**, within no more than ten (10) business days after the statement of the party having received notice, will sign an official record through their authorized legal representatives, including the agreements adopted, which will be irrevocable and mandatory between **THE PARTIES**. This official record must subsequently be formalized using the corresponding Addendum and shall be an integral part of this Agreement. If no agreement is reached, the interested party may invite the other party to an out-of-court conciliation before a conciliation centre duly authorized by the Ministry of Justice and Human Rights, which shall be conducted by an out-of-court conciliator accredited by the Ministry of Justice and Human Rights.
- 15.3. If the discrepancies or controversies are not settled within more than ten (10) business days after the settlement mechanisms have been implemented, **THE PARTIES** will be submitted to institutional arbitration as per the provisions of Legislative Decree No. 1071, and other regulations on the matter, to be carried out at the Centre for Analysis and Conflict Resolution of the Pontificia Universidad Católica del Perú. **THE PARTIES** agree to abide by any arbitration award as a final and unappealable decision. **THE PARTIES** agree not to request emergency arbitration service or an express arbitration or expedited arbitration at any arbitral centre.

SIXTEENTH CLAUSE:	ADDRESS AND NOTICE
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- 16.1. Any communication between **THE PARTIES** shall be considered validly sent to the legal addresses indicated in the introductory part of this Agreement or online to the electronic address authorized by **THE PARTIES**, unless otherwise indicated in the case of specific situations set forth in the Agreement.
- 16.2. Address changes must be notified to the other party fifteen (15) business days in advance; otherwise, any communication or notice to the address indicated in the introductory part of this Agreement or online to the electronic address authorized by **THE PARTIES** shall have all its legal effects.

SEVENTEENTH CLAUSE:	FINAL PROVISIONS
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THE PARTIES declare that they are aware of the scope of each of the clauses in this Agreement and undertake to abide by them in accordance with the rules of good faith and common intention, indicating that there is no fraud, defect, or error that could invalidate them.

Having THE PARTIES agreed on the terms and conditions of this Agreement, they approve it by digitally signing (02) copies, one (01) in Spanish and one (01) in English, taking effect as of the day following the date of the last digital signature. In the event of divergences of interpretation of this Agreement, the Spanish version prevails.

FOR CALDO CONSORTIUM

Peter Mascher
Peter Mascher (Mar 6, 2025 14:44 EST)

Dr. Peter Mascher
Chair
Canada CALDO Consortium

Peter Mascher

E-signed 2025-03-06 02:44PM EST
mascher@mcmaster.ca



Adobe Acrobat Sign Transaction Number: CBJCHBCAABAANYiwquyFVw5XqR3Q7hZepCJrPod97D9S

FOR PRONABEC

[FIRMA]

Alexandra Ames Brachowicz
Executive Director
Programa Nacional de Becas y Crédito
Educativo

ANNEX 1

CALDO is a non-governmental and non-profit consortium. CALDO acquired legal status and was officially incorporated under the Canada Not-for-profit Corporations Act (NPF Act) in January 2014.

At the date of signature of this Agreement, the following Canadian universities are members of the CALDO Consortium:

- University of Alberta.
- University of Ottawa / Université d'Ottawa.
- University of Waterloo.
- Queen's University.
- McMaster University.

This is a true English translation of the original document in Spanish entitled **CONVENIO DE COLABORACIÓN INTERINSTITUCIONAL ENTRE EL PROGRAMA NACIONAL DE BECAS Y CREDITO EDUCATIVO Y EL CONSORCIO CALDO DE CANADÁ.**







CALDO_PRONABEC Agreement February 19, 2025_English_March 3

Final Audit Report

2025-03-06

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