

COLLABORATIVE AGREEMENT FOR RESEARCH AND TECHNOLOGICAL STUDIES

BETWEEN

COMISION NACIONAL DE INVESTIGACION CIENTIFICA Y TECNOLOGICA, CHILE

AND

THE UNIVERSITY OF WESTERN SYDNEY (UWS), AUSTRALIA

La Comisión Nacional de Investigación Científica y Tecnológica (CONICYT) and the University of Western Sydney (UWS,) henceforth known as the "Parties",

STATEMENTS

First: The Parties have common interests in highly qualified human resources education and research programs.

Second: In order to reach better outcomes in related fields, the Parties believe that it is necessary to further collaborative initiatives for the training of technologists and researchers, aimed at Chilean students interested in co-sponsored PhD research programs at UWS and to promote collaboration in research in order to strengthen this relationship.

Third: The Parties agree that it is necessary to establish a joint framework that allows for future highly qualified Chilean students to develop their education through collaborative initiatives.
CONICYT and UWS agree to establish this Collaborative Agreement ("the Agreement").

CLAUSES

FIRST: AGREEMENT PURPOSE

In order to contribute to highly qualified human resources education, CONICYT and UWS agree to establish the CONICYT/UWS Graduate Scholarship Program ("CONIUWS"). The Agreement will provide shared financing (as detailed in Clause Fifth) to Chilean students who wish to undertake a PhD program in the following areas: Education, Cultural Studies and Social Sciences.

SECOND: STUDENT NUMBERS

UWS agrees to co-sponsor each year up to 3 commencing Chilean students selected for CONIUWS, with the maximum in any one year of 12 students, while the present Agreement is in force.

THIRD: APPLICATION PROCEDURE

1. CONICYT will publish information that will establish all the requirements that an

applicant must meet in order to receive a co-sponsored CONIUWS scholarship.

2. UWS will provide to CONICYT a list of the graduate research programs considered for this Agreement. This information must include the web page address of each relevant department at UWS. CONICYT will include this information on its web page and its press brochures for international scholarships.
3. Prospective students seeking to apply to the CONIUWS programmes will be required to have a level of efficiency in the English language that meets UWS requirements at the time of application or undertake English studies prior to commencing studies at UWS.
4. Chilean students interested in CONIUWS will be required to seek admission to the postgraduate research programs offered by UWS departments. CONIUWS students must meet all UWS requirements.
5. CONICYT will provide to UWS the list of applicants who have expressed interest in PhD studies at UWS, including name, address and degree objectives. The named co-ordinator at UWS will forward this information to the appropriate departments of UWS. UWS will provide comprehensive programme information and admission procedure directly to the applicants.
6. CONICYT will provide to UWS with a list of selected applicants who meet CONICYT standard requirements for funding. UWS will nominate two representatives to participate in the applicants' selection process in Chile.
7. UWS will consider these applicants and, if acceptable, issue a letter of offer, which offer may be conditional on CONICYT funding. UWS will consider the applicants in accordance with UWS rules, policies and procedures and in accordance with the Australian laws.
8. CONICYT will provide UWS with the final list of its scholarship recipients who are eligible to receive funding under this Agreement. UWS will provide CONICYT with a list of CONIUWS students enrolled in UWS.

FOURTH: PROMOTION

In order to promote this Agreement, CONICYT will set links on its web page directly to UWS home page, and its academic programs.

FIFTH: FUNDING

1. UWS will offer a bursary equivalent to a maximum of 4 years fee remission of the standard tuition fee for the program undertaken by each CONIUWS student. This bursary will be available for all CONIUWS students of their PhD program. Students who cease to be CONIUWS students will cease to be eligible for this bursary. The maximum length of a PhD program under this Agreement is four years.
2. CONICYT will be responsible for payment of living allowances and it is assumed that this will be paid at the prevailing level of the Australian Postgraduate Awards as issued by the Australian Federal Government's Department of Education, Science and Training at the time of enrolment. CONICYT will also cover appropriate medical insurance costs

as required by the current Australian international students' visa regulations.

3. In order to facilitate CONIUWS students' research projects, UWS will offer them the same access to laboratories, libraries, and computer equipment as UWS students.

4. To facilitate the broad development of CONIUWS students, UWS will provide opportunities for all CONIUWS students to participate in its English Language Programs. Any additional English studies undertaken by CONIUWS student would not be included in the CONIUWS bursary.

SIXTH: STUDENT REGULATIONS

CONIUWS students will be subject to the general regulations governing graduate students at UWS and the policies and practices of the UWS department as well as CONICYT scholarships programme rules.

SEVENTH: ELIGIBILITY OF CURRENT STUDENTS

Chilean students not included in CONIUWS but registered in a graduate programme at UWS who wish to undertake a research degree or are in the research phase of their program may apply for a CONICYT scholarship. Applications must include a comprehensive report, supported by their current academic supervisor.

EIGHTH: EXTENSION OF THIS COLLABORATION AGREEMENT

The collaboration between CONICYT and UWS may be extended by mutual agreement by the Parties signing an annexure to this Agreement, to include the following programs: Postdoctoral fellows, Sabbatical fellows, and research exchanges in the areas of Education, Cultural Studies, and Social Sciences.

NINTH: COORDINATOR OF ACTIVITIES

Each Party will designate a Co-ordinator of Activities to advance and implement CONIUWS. The designated current Co-ordinators for the Agreement are:

For CONICYT:

Director of Human Resources Training and Scholarships
Phone: 562 - 365 46 26
Email: info@conicyt.cl

For UWS:

Dr. Juan Francisco Salazar
Head of International Relations (Lati America), College of Arts
Phone: 61-2 9852 5652 Fax: +61-2 9852 5424
Email: j.salazar@uws.edu.au

Any changes to the details of the coordinators may be communicated in writing and does not require any change to this Agreement.

TENTH: MONITORING OF STUDENT PROGRESS

Twice a year (in March and September) the designated co-ordinator at UWS will provide CONICYT with a progress report (including marks where appropriate) of CONICYT funded students enrolled at UWS. Any release of these marks is subject to the authorisation by the students concerned in accordance with existing UWS regulations, policies and procedures.

CONICYT acknowledges that UWS will be also required under the provisions of Australian laws and regulations (including immigration laws and the Education Services Overseas Students Act, (Commonwealth 2000)), to disclose to Australian government authorities certain information in relation to an overseas student (which will include a CONIUWS student), and the student's compliance with student visa requirements.

ELEVENTH: BUDGET

The financial terms of this Agreement ensure that neither Party can commit the other to additional expenses beyond those identified in this Agreement. Any other expenses incurred by either Party with regard to the implementation of this Agreement will be the sole responsibility of the relevant Party.

This Agreement will be limited to the yearly budgets of CONICYT or UWS as set down by current regulations of the Parties. The present Agreement shall be subject to the funds availability of the Parties. Any changes to yearly budgets must allow all existing CONIUWS students to complete their candidature.

TWELFTH: DURATION, AMENDMENT, RENEWAL AND TERMINATION


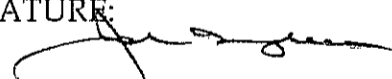
1. This Agreement will become effective upon the date of its signing for a period of four years. However, the Parties acknowledge that funding will be required for a period of eight years to cover all those students who commence within the four year period for the four year period of their PhD studies.
2. Upon availability of funds and as long as the applicable law permits, this Agreement may be renewed and/or extended after the four years on an annual basis by mutual writing agreement of the parties.
3. Modifications to this Agreement must be agreed to and acknowledged by letter six months before such changes come into force. Such modifications shall be in writing and shall be annexed to this Agreement. If the present Agreement is terminated, every effort will be made to complete activities in progress. The Parties agree that scholarships offered and accepted under this Agreement will be honoured by the Parties as long as the CONIUWS student meets the terms and conditions of CONIUWS established by the Parties.
4. The Agreement may be modified by mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions of scholarships in

force in such ways as to jeopardise students' successful completion of their programs.

THIRTEENTH: FINAL PROVISIONS

1. Matters not included in this Agreement or those related to it, will be solved wherever possible by mutual discussion between the Parties. Any decisions agreed must be acknowledged by an exchange of letters between the Parties.
2. If there is any dispute with regard to this Agreement, both parties agree, wherever possible, to find a mutually agreeable solution.
3. This Agreement is to be signed in 4 originals, two in English and two in Spanish, both texts being equally valid.
4. CONICYT agrees to identify The University of Western Sydney as the provider of the student program.
5. This Agreement is intended to be legally binding on the Parties.

Signed in Santiago, Chile, on of 2008 and in Sydney, Australia, on 22nd February 2008.

<p>FOR</p> <p>COMISION NACIONAL DE INVESTIGACIÓN CIENTÍFICA Y TECNOLÓGICA DE CHILE</p> <p>SRA. VIVIAN HEYL EXECUTIVE PRESIDENT</p> <p>SIGNATURE: </p>	<p>FOR</p> <p>THE UNIVERSITY OF WESTERN SYDNEY, AUSTRALIA</p> <p>PROFESSOR JOHN INGLESON DEPUTY VICE- CHANCELLOR INTERNATIONAL & DEVELOPMENT DIVISION</p> <p>SIGNATURE: </p>
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