

**COLLABORATIVE AGREEMENT FOR RESEARCH AND TECHNOLOGICAL
STUDIES**

BETWEEN

**COMISION NACIONAL de INVESTIGACION CIENTIFICA y TECNOLOGICA
CHILE**

AND

THE UNIVERSITY OF MELBOURNE, AUSTRALIA

Comisión Nacional de Investigación Científica y Tecnológica ("CONICYT") and The University of Melbourne ("UMEL") 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 UMEL 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 UMEL agree to establish this Collaborative Agreement ("the Agreement").

CLAUSES

FIRST: AGREEMENT PURPOSE

In order to contribute to highly qualified human resources education, CONICYT and UMEL agree to establish the CONICYT/UMEL Graduate Scholarship Program ("CONIUMEL"). The Agreement will provide shared financing (as detailed in Clause 5) to Chilean students who qualify to undertake a PhD program at the University of Melbourne.

SECOND: STUDENT NUMBERS

The Parties agree to co-sponsor each year all those Chilean students selected for CONIUMEL.

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 CONIUMEL scholarship.
2. UMEL 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 UMEL. CONICYT will include this information on its web page and its press brochures for international scholarships.
3. Chilean students interested in CONIUMEL must apply direct through CONICYT and UMEL to seek admission to the graduate research programs offered by UMEL departments. CONIUMEL students must meet all UMEL requirements.
4. CONICYT will provide to UMEL the list of applicants who have expressed interest in PhD studies at UMEL, including name, address and degree objectives. The named co-ordinator at UMEL will forward this information to the appropriate departments of UMEL. UMEL will provide comprehensive programme information and admission procedure directly to the applicants.
5. CONICYT will provide UMEL with a list of CONICYT selected applicants who meet CONICYT standard requirements for funding.
6. UMEL will consider applicants who meet CONICYT's requirements and, if acceptable and adequate supervision is available, issue a letter of offer, which offer may be conditional on CONICYT funding.
7. CONICYT will provide UMEL with the final list of its scholarship recipients who are eligible to receive funding under this Agreement. UMEL will provide CONICYT with a list of CONIUMEL students enrolled in UMEL.
8. Scholarship recipients may enlist the services of UMEL's official agent in Chile for assistance with visa applications and pre-departure information at no cost to the scholarship recipients.

FOURTH: PROMOTION

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

FIFTH: FUNDING

1. UMEL will offer a bursary equivalent to two years' fee remission of the standard tuition fee for the program undertaken by each CONIUMEL student. This bursary will be available for all CONIUMEL students for the third and fourth year of their PhD program. Students who cease to be CONIUMEL students will cease to be eligible for this bursary.

2. CONICYT will provide the tuition fees for the first two years of the PhD program. CONICYT will be responsible for payment of living allowances and 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 commencement of each year in which the PhD is undertaken. CONICYT will also cover appropriate medical insurance costs as required by the current Australian international students visa regulations.

CONIUMEL students will receive CONICYT funding for tuition fees for a maximum of 2 years for PhD programs. The standard length of a PhD program for an international student is considered to be between three and a half to four years. The maximum length of a PhD program under this Agreement is 4 years.

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

4. To facilitate the broad development of CONIUMEL students, UMEL will provide opportunities for all CONIUMEL students to participate in its "Advanced Leadership and Professional Skills Programme". UMEL will also cover students' standard medical insurance, which is a visa prerequisite for entry into Australia.

SIXTH: STUDENT REGULATIONS

CONIUMEL students will be subject to the general regulations governing graduate students at UMEL and the policies and practices of the UMEL department as well as CONICYT's scholarships programme rules.

SEVENTH: ELIGIBILITY OF CURRENT STUDENTS

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

EIGHTH: EXTENSION OF THE COLLABORATION

The collaboration between CONICYT and UMEL may be extended by mutual agreement by the Parties signing an annexure to this Agreement.

NINTH: COORDINATOR OF ACTIVITIES

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

For CONICYT:

M. Teresa Marshall
Director Human Resources and
Postgraduate Fellowships Department
Telephone: 562 - 365 46 26
Email: mmarshall@conicyt.cl

For UMEL:

Professor Barbara Evans
Dean
School of Graduate Studies
The University of Melbourne Victoria 3010 Australia
Telephone: +61 3 8344 8479 Fax: +61 3 83449889
Email: bke@unimelb.edu.au

Any changes to the details of the co-ordinators may be communicated by an exchange of letters 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 UMEL will provide CONICYT with a progress report (including marks where appropriate) of CONICYT funded students enrolled at UMEL. Any release of these marks is subject to the authorisation by the students concerned in accordance with existing UMEL regulations, policies and procedures.

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 UMEL as set down by current regulations of the Parties. Both parties make a commitment to support students who have commenced their PhD studies under this agreement until they have completed their candidature. Both Parties will do their best to allow this to happen. Continued funding of the program by CONICYT is dependent on government support and prospective candidates must be aware that if continued funding of the program beyond the first year is not possible for reasons beyond the control of CONICYT, candidates will be required to make their own arrangements to fund the aspects of the program that CONICYT would otherwise have funded.

TWELFTH: DURATION, AMENDMENT, RENEWAL AND TERMINATION

1. This Agreement will become effective upon the date of its signing for a period of three years. However, the Parties acknowledge that funding will be required for a period of seven years to cover all those students who commence within the three year period for the four year period of their PhD studies and that for the remainder of those funding years after the agreement has expired the terms and conditions of this Agreement will continue as relevant and applicable to funding arrangements.
2. Upon availability of funds and as long as the applicable law permits, this Agreement may be renewed and/or extended after the three years on an annual basis by mutual 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. 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 CONIUMEL student meets the terms and conditions of CONIUMEL 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, where ever possible, to find a mutually agreeable solution.
- 3 This Agreement is to be signed in four originals, two in English and two in Spanish, both texts being equally valid.
4. CONICYT agrees to identify the University of Melbourne as the provider of the student program and agrees to include UMEL's CRICOS provider code 00116K in all written material in electronic form in respect of CONIUMEL.
5. This Agreement is intended to be legally binding on the Parties.
6. Each Party will respect and comply with the obligations of the other party with respect to protecting the privacy of personal information, provided that the party is notified of such obligations.

For CONICYT

Signature:

Name: Vivian Heyl *V. Heyl*

Title: President

Date: 07. 11. 07

For THE UNIVERSITY OF MELBOURNE

Signature: *D. Percival*

Name: David Percival

Title: Vice Principal, Chief Financial Officer

Date: 27th September 2007.

Witness by

Signature: *Mr. Conroy*

Name: Mr. Crispy Conroy

Title: Australian Ambassador to Chile

Date: 7 November 2007