



Memorandum of Understanding on International Cooperation

Deakin University (**Deakin**)

National Research and Innovation Agency of Uruguay (**ANII**)

Office of the University Solicitor

Deakin University

Geelong Waterfront Campus, 1 Gheringhap Street, Geelong, Vic, 3220

Memorandum of Understanding on International Cooperation

Parties

Deakin University

ABN 56 721 584 203

a body politic and corporate established pursuant to the *Deakin University Act 2009* (Vic) of 1 Gheringhap Street, Geelong, Victoria, 3220
(Deakin)

National Research and Innovation Agency of Uruguay

Avda. Italia 6201

Edificio "Los Nogales"

Montevideo, Uruguay

(ANII)

each a **Participating Institution** and collectively the **Participating Institutions**

Background

- A. Deakin University is a tertiary education and research institution based in the State of Victoria, Australia.
- B. The National Research and Innovation Agency of Uruguay is an agency of the Uruguayan government, created to foster and support research and the application of knowledge for the benefit of the people of Uruguay.
- C. The Participating Institutions entered into a Memorandum of Understanding on International Cooperation in 2016 to provide scholarships and support to Uruguayan students undertaking the Deakin Master of Science (Research).
- D. The Participating Institutions now wish to enter into this Memorandum of Understanding on International Cooperation (**Memorandum**) to expand their activities to include training of Uruguayan students in PhD (referred to as "**HDR**") programmes at Deakin.

Agreement

1. Purpose of the Memorandum

This document represents an agreement between both "Participating Institutions" aimed at cooperating to promote the training of students in Deakin's HDR programmes in the areas of specialisation outlined in **clause 2.2**.

2. Operation of the Cooperation

- 2.1 The cooperation is envisaged to operate as follows:

- (a) Students in Uruguay interested in pursuing an HDR programme at Deakin will seek admission following the usual application procedure, and meeting Deakin's standard admissions requirements (including requirements for English language proficiency);
- (b) If a student does not meet Deakin's English language requirements but is otherwise qualified for admission into Deakin's HDR programme, Deakin may make a conditional offer to the student on the following terms:
 - (i) the student must have a minimum IELTS score of 6.0 overall with no band less than 5.5, or equivalent test results;
 - (ii) Deakin will provide the student with a 100% fee waiver for up to 20 weeks of instruction at the Deakin University English Language Institute (DUELI), located on Deakin's campuses in Australia;
 - (iii) the student will be responsible for the expenses of their study at DUELI, including without limitation international and domestic travel, living expenses, passport and visa costs, overseas student health cover, and all other personal expenses;
 - (iv) on successful completion of the DUELI course and meeting Deakin's English language requirements, the student will be given an unconditional offer into Deakin's HDR programme;
- (c) Those students that resulted admitted to the PhD program at Deakin will apply for a scholarship at ANII, following the application procedure established by ANII for that purpose.
- (d) Students who are academically admitted to a full-time HDR programme at Deakin, and who are also selected as beneficiaries of the scholarship provided by ANII, will be eligible for the benefits detailed in sections 3.3 and 3.4 below.

2.2 The priority areas of specialisation under this Agreement and defined by ANII are:

- (a) Animal and Human Health (including Pharmaceutical)
- (b) Energy, including Renewable Energy
- (c) Agriculture, Livestock and Agro-industrial Production
- (d) Environment and Biodiversity
- (e) Biotechnology and Nanotechnology
- (f) Information and Communications Technology (ICT)
- (g) Audio-visual Production
- (h) Education and Social Development
- (i) Tourism
- (j) Transport and Logistics
- (k) Any other areas of interest defined by ANII and agreed in writing between ANII and Deakin.

3. Intent of Participating Institutions

- 3.1 The intent of this Memorandum is to establish the following commitments for each of the parties subscribing to this Memorandum for selected Uruguayan students to take full PhD study at Deakin University.
- 3.2 ANII will provide initially up to up to four (4) scholarships per year starting in the academic year 2019 for a total initial period of 4 years.
- 3.3 As part of the scholarship, ANII will contribute:
- (a) Up to USD 80.000 per student for PhD programs. ANII will transfer USD 20.000 per student per year to Deakin. These total amounts shall be used to cover tuition fees, one round-trip economy class flights between Montevideo and Melbourne Tullamarine Airport, and the Australian government approved overseas health insurance.
 - (b) In case that the scholarship provided by ANII was not enough, PhD students must have additional funding to cover all those costs that remain uncovered.
 - (c) All scholarships are ruled by the Regulation of the National Scholarship System of ANII.
 - (b) Inform Deakin of successful applicants by sending the list of Uruguayan applicants selected as beneficiaries of the scholarship provided by ANII.
 - (d) The funds to be contributed by ANII to Deakin for tuition fees and other expenses related to the PhD program that may correspond in accordance to what is foreseen in this MOU will be transferred by ANII to Deakin in an annual basis, as indicated in the following:
 - The total amount of the PhD scholarship provided by ANII will be paid by ANII to Deakin in four installments depending of the duration of the research program (three years long PhD programs there will three installments, and for four years long PhD there will be four installments). Regardless of the length of the program, there will be one installment per year. The first one will be transferred by ANII to Deakin at the beginning of the academic program.
- 3.4 To support the scholarship programme, Deakin will:
- (a) Provide a living stipend for the duration of the PhD program to the value of the RTP award rate for up to 4 years.
 - (b) A top up scholarship for the difference between the tuition fee amount and the scholarship amount provided by ANII (section 3.3).
 - (c) Provide 100% fee waiver for up to 20 weeks of instruction at the Deakin University English Language Institute (DUELI), as listed above in Section 2.1.
 - (d) Submit to ANII an annual report relative to the academic performance of the scholarship holders, including the student's most recent transcript and the student's academic standing. Deakin will also inform ANII when the student has satisfactorily completed his/her programme.
 - (e) Provide ANII with all the relevant promotional materials and brochures to encourage interest among prospective Uruguayan applicants.
 - (f) Explain how ANII can access electronic copies of the theses of scholarship beneficiaries upon graduation. The intellectual property rights will be assigned following Deakin's usual rules, which provide that students own intellectual property rights in their work.



3.5 Deakin and ANII will jointly:

- (a) Provide prospective Uruguayan scholars with information on the HDR programmes and guidance on the application process;
- (b) Make the necessary financial arrangements for the scholarship beneficiaries;
- (c) Deakin will invoice ANII for payment of fees or other costs that may correspond in United States Dollars (USD).
- (d) Scholarship holders will be subject to the rules and regulations of Deakin and regulations of the National Scholarship System of ANII.
- (e) Neither The University nor ANII shall be obligated to continue financial support with respect to any student who does not maintain satisfactory progress during each year of their course. Depending on every case, it will be analyzed if a reimbursement of funds shall correspond.
- (f) If the candidate is unable to complete a research program within the standard duration, the candidate will be responsible for any continued funding, including but not limited to tuition, living costs, health insurance and visa costs.
- (g) Have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this Agreement.

3.6 The designated coordinators for this joint scholarship programme are:

For Deakin:

Associate Professor Luis Afonso
Director International Research Training
Deakin Research
Deakin University
1 Gheringhap Street
Geelong VIC 3220
Australia

For ANII:

Executive Secretary
Avda. Italia 6201
Edificio "Los Nogales"
Montevideo, Uruguay

3.7 Both institutions will diligently market and promote the agreement to prospective Uruguayan applicants.

4. Other Activities

ANII and Deakin, annually and in common, agree to implement other programmes according to the available budget and resources of both parties and subject to all required internal approvals.

5. Other Provisions

5.1 This Memorandum has been executed in English.

- 5.2 This Memorandum states the intent of the Participating Institutions. Any commitment other than those included herein shall not be binding upon the Participating Institutions.
- 5.3 Either participating institution may terminate this agreement by giving sixty (60) days' notice in writing by one to the other. Where recipients of ANII funding are still studying at Deakin, both ANII and Deakin agree to fulfil their financial obligations to those students until the end of their studies. The University also agrees to fulfil its academic obligations to those students until they have completed their postgraduate program.
- 5.4 In the eventuality that a scholarship holder withdraws from the program, the Parties will analyze the reasons case by case and the scholarship holder will be entirely responsible for the reimbursement to ANII of all costs paid by ANII associated with the postgraduate program that she/he chose. In such cases, Deakin will suspend all corresponding payments and notify ANII about the situation.
- 5.5 In case that a scholarship holder did not make use of the total amount of the scholarship granted to her/him and transferred by ANII to Deakin the remaining amount will be reimbursed to ANII.
- 5.6 All obligations of ANII and Deakin with the scholarship holders will be extinguished after the completion of the postgraduate program.
- 5.7 This Memorandum shall be valid for 5 (five) years from the date on which the domestic administrative procedures have been completed and approved by the authorities of each country, without affecting its validity for the students who are studying at Deakin until the end of the scholarship. The Memorandum may be extended for an additional five-year period by written agreement between the participating institutions.
- 5.8 This Memorandum may be terminated by either participating institution, giving notice 90 days prior to the intended date of termination. Students enrolled in an HDR programme at Deakin at the date of termination of this Agreement will be permitted to complete their program of study, and the obligations of a party in respect of such students as specified in this Memorandum will continue until the Student has completed, withdrawn from, or been excluded from their programme of study.
- 5.9 This Memorandum shall be governed by Australian law and the Parties agree to submit to the jurisdiction of the state of Victoria courts. Notwithstanding the foregoing, the Parties expressly state that they understand and accept that ANII will comply in all its terms with the legal provisions in force in Uruguay, as well as those ordered by resolutions of competent authorities, and that what ANII does in that regard will not, in any case, be considered a breach of the agreement in this document and will not generate any responsibility whatsoever.

6. Execution of Separate Documents

This Agreement is properly executed when;

- (a) each party executes this document; or
- (b) if the parties execute separate but identical documents, when those separately executed documents are exchanged between the parties, including by mail, facsimile transmission or electronically.

If this Agreement is executed in counterparts, the date of this Agreement is the date on which it is signed by the last party.



Execution and Date

Executed as an agreement.

Date:

Signed for and on behalf of **Deakin University** by its duly authorised officer in the presence of:

Victor Sposito
Signature of witness

VICTOR SPOSITO
Name of witness (please print)

) *Gary K Smith*
)
Signature of authorised officer

PROF. GARY SMITH.
Name of authorised officer (please print)

DEPUTY VICE CHANCELLOR
Office held

Date: 16 NOVEMBER 2018.

Signed for and on behalf of **National Research and Innovation Agency of Uruguay** by its duly authorised officer in the presence of:

Hugo A. Donner
Signature of witness

HUGO A. DONNER
Name of witness (please print)

) *Fernando Brum*
)
)
Signature of authorised officer

Fernando Brum
Name of authorised officer (please print)

President
Office held

Date: November 16, 2018

