



**MEMORANDUM OF UNDERSTANDING ON  
INTERNATIONAL COOPERATION  
BETWEEN  
THE NATIONAL RESEARCH AND INNOVATION  
AGENCY, URUGUAY  
AND  
SWINBURNE UNIVERSITY OF TECHNOLOGY, AUSTRALIA**

**A. Participants in the Memorandum**

This Memorandum is entered into between the National Research and Innovation Agency of Uruguay (hereinafter referred to as "ANII") and Swinburne University of Technology, Australia (hereinafter referred to as "Swinburne").

ANII is one of the official entities responsible for the implementation of scholarships.

Swinburne is a body politic and corporate established under the *Swinburne University of Technology Act 1992 (Vic)* of John Street, Hawthorn in the State of Victoria, Australia

Both parties accept to be the "participating institutions" in this Memorandum of Understanding.

**B. Purpose of the Memorandum**

This document represents an understanding between both "participating institutions" aimed at cooperating for the purpose of promoting the training of students in Masters by Research programs (full or sandwich) and PhD programs (full or sandwich) offered by Swinburne in areas of specialization outlined in D.

**C. The Cooperation is Envisaged to Operate as Follows:**

- 1) Uruguayan or foreign students resident in Uruguay for a period of at least two years who are interested in pursuing a PhD (full or sandwich) or a Masters by Research (full or sandwich) at Swinburne will seek admission through the usual application procedure established by Swinburne, and fulfill the standard admission requirements (including

English language proficiency). Swinburne will issue the letter of offer for the students meeting all requirements.

- 2) The students will apply for a scholarship at ANII, following the application procedure established by ANII for that purpose and accomplishing all the standard requirements settled by ANII.
- 3) Students academically admitted by Swinburne and also selected by ANII, will be identified as ANII scholarship holders.
- 4) Students will provide Swinburne with their signed Offer Acceptance and Sponsorship Registration Form.

**D. The defined areas of interest under this agreement are:**

- Energy, including Renewable Energy
- Engineering and related areas
- Animal and Human Health (include Pharmaceutical)
- Agriculture, Livestock and Agro-industrial Production
- Environment and Biodiversity
- Information and Communications Technology (ICT)
- Audio-visual Production
- Education and Social Development
- Biotechnology and Nanotechnology
- Logistics and Transport
- Tourism
- Other areas defined by the Parties

**E. Intent of Participants:**

The intent of this Memorandum is to establish the following:

1. ANII will contribute:
  - a. For full Master by Research programs of 2 years long as maximum, up to USD 40 000 per student.



These total amounts shall be destined to cover airline tickets between Uruguay and Australia in economy class, living expenses and health insurance.

- b. **For sandwich Master by Research programs of 2 years long as maximum, up to USD 40.000 per student.**

These total amounts shall be destined to cover airline tickets between Uruguay and Australia in economy class (the number of tickets will depend on the specific Master program and what is covered according to the Basis of the call), living expenses and health insurance.

Stays in Uruguay are included in these total amounts and during those periods the student will receive from ANII the corresponding amount for a national MSc scholarship.

- c. **For 4 years long full PhD programs: up to USD 80.000 per student.**  
**For 3 years long full PhD programs: up to USD 60.000 per student.**

These total amounts shall be destined to cover airline tickets between Uruguay and the Australia in economy class, living expenses and health insurance.

- d. **For 4 years long sandwich PhD programs: up to USD 80.000 per student.**  
**For 3 years long sandwich PhD programs: up to USD 60.000 per student.**

These total amounts shall be destined to cover airline tickets between Uruguay and Australia in economy class (the number of tickets will depend on the specific PhD program and what is covered according to the Basis of the call), living expenses and health insurance. Stays in Uruguay are included in these total amounts and during those periods the student will receive from ANII the corresponding amount for a national PhD scholarship.

- e. In case that the scholarship provided by ANII was not enough, PhD and/or Master by Research students must have additional funding to cover all those costs that remain uncovered.
- f. All scholarships modalities are ruled by the Regulation of the National Scholarship System of ANII as well as the Basis of the corresponding call.

2. Swinburne will contribute:
  - a. Full scholarship of international student tuition fees for Masters by Research Programs.
  - b. Full scholarship of international student tuition fees PhD Programs.
  - c. Provide all prospective Uruguayan students with information on the agreement with ANII and will instruct these students to submit an application to ANII as a next step in the application procedure.
  - d. Provide Students with access to research training and support including seminars, workshops, training sessions, clubs and events to provide the Student with opportunities to develop research and writing skills and to network with peers.

3. A Student may, during their period of candidature, submit an application for a Leave of Absence (LOA). Tuition fees are withheld during the period of approved LOA and fee charges resume once the Student recommences PhD study. If Swinburne receives a Student's application for a LOA, the Student is required to seek approval from both Swinburne and ANII.

Where a Student's LOA request has been approved by both SWINBURNE and ANII, the Student's sponsorship and candidature end date will be mutually extended, only so far as equivalent to the duration of approved leave.

4. Swinburne will arrange program length Overseas Student Health Cover (OSHC) for each student. The Student will be responsible for paying the OSHC fee prior to arriving in Australia. The Student may claim reimbursement from ANII for the portion of OSHC the Student is entitled to under their scholarship.
5. Swinburne will submit to ANII an annual report relative to the academic performance of the scholarship holders. Swinburne will also inform ANII when the student has satisfactorily completed his/her program, or if there is any kind of inconvenient with the postgraduate program.

Swinburne and ANII will jointly provide prospective Uruguayan scholars with information on the PhD or Master by Research Program and guidance on the application process.

Swinburne will provide ANII with all the relevant promotional materials and brochures to encourage interest among prospective Uruguayan applicants. Each Party will ensure that any marketing and/or publicity is accurate and not misleading and does not contain the branding or logo of the other party without that other party's prior written consent.



6. Both institutions will make the necessary financial arrangements for the confirmed scholars.

All other costs that do not correspond to tuition fees (waived in this MOU) will be transfer by ANII directly to the scholarship holder.

7. Both institutions will have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.
8. Scholarship holders will be subject to the rules and regulations of Swinburne and regulations of the National Scholarship System of ANII, as well as to the Basis of the corresponding call.
9. Neither Swinburne 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.
10. If the candidate is unable to complete a PhD or Master within the standard duration, the candidate will be responsible for any continued funding, including but not limited to tuition fees, living costs, health insurance and visa costs.
11. Tuition Fees for Master by Research and PhD at Swinburne can be found in:  
<https://www.swinburne.edu.au/research/research-degrees/degrees-programs/>
12. Swinburne will explain how ANII can access e-PhD or Masters by Research Theses of Uruguayan students upon graduation. The intellectual property rights will be assigned following the Swinburne's usual rules.

**F. The designated coordinators for this joint scholarship program are:**

For Swinburne:

Pankaj Arora

Director, International Research Engagement

24, Wakefield Street, Hawthorn, VIC 3122 Australia

For ANII:  
Secretario Ejecutivo  
Av. Italia 6201, "Los Nogales" Building  
Montevideo, Uruguay

Both institutions will do their outmost to promote the agreement to prospective Uruguayan applicants.

#### **G. Other Activities**

ANII and Swinburne will aim to implement other programs of mutual interest by celebrating specific agreements, according to the available budget and resources of both parties, as well as their corresponding regulations.

#### **H. Agreement Modification**

Any modification, restriction, broadening or extension of this agreement must be done through mutual consensus in writing of the parts and must be formalized by Addendum which will become part of this agreement.

#### **I. Solution to Controversies**

Any controversy, discrepancy or demand derived from this agreement, including the ones concerning its expiration, nullity, execution, compliance or interpretation shall be settled by Swinburne and ANII through negotiation acting in good faith and in accordance to their common objectives.

#### **J. Other Provisions**

1. This Memorandum has been executed in English.
2. This Memorandum states the intent of participating institutions. Any commitment other than those included herein shall not be binding upon the participating institutions.
3. This Memorandum shall be governed by the Victorian law and the Parties agree to submit to the jurisdiction of Victorian 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.

4. Swinburne will implement early intervention strategies to address Student's difficulties (academic & others) and consult with ANII or its authorised representatives on matters affecting a Student's individual study plan to determine possible solutions for the Student to achieve their educational goals.
5. ANII agrees to comply with Swinburne's Privacy Policy when dealing with personal information or health information collected by Swinburne, which ANII accesses during the course of this Agreement. By signing this Agreement, ANII acknowledges having read Swinburne's Privacy Policy at <http://www.swinburne.edu.au/privacy/>.
6. All Confidential Information obtained by one party from the other party in the course of performing this Agreement will be treated as confidential and will not be disclosed to any third party except as required by law.
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 still studying at Swinburne until the end of the scholarship. The Memorandum may be extended for an additional five-year period, subject to this Section J, Clause 6, by agreement between the participating institutions.
8. 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 Swinburne, both ANII and Swinburne agree to fulfill their financial obligations to those students until the end of their studies. Swinburne also agrees to fulfill its academic obligations to those students until they have completed their postgraduate program.
9. In the eventuality that a scholarship holder waived the scholarship that was granted to her/him, the Parties will analyze the reasons case by case and the scholarship holder will be entirely responsible for the reimbursement of all the costs associated to the

postgraduate program that she/he chose. In case that the scholarship holder reimbursed the amounts corresponding to all the mentioned costs directly to ANII.


10. In the eventuality that a scholarship holder waived his/her scholarship, ANII might redirect the funding that was granted to him/her in order to fund the following candidate in the ranking of the call. Such ranking is a product of the evaluation process carried out by ANII. This may imply that a scholarship is granted to a candidate that applied to pursue a postgraduate/mobility in an institution different than Swinburne.

11. All obligations of ANII and Swinburne with the scholarship holders will be extinguished after the completion of the postgraduate program.

IN WITNESS WHEREOF, the parties hereto have offered their signatures:

Signed for and on behalf of the National Research and Innovation Agency of Uruguay by its duly authorized officer on


the 19 day of 11, 2019.

  
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Fernando Brum  
President

Signed for and on behalf of Swinburne University of Technology

by its duly authorized officer on

the 11 day of 11, 2019.

  
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Prof Aleksandar Subic  
Deputy Vice-Chancellor, Research and Development