



**SCHOLARSHIP PROGRAMME AGREEMENT**

between

**University College London**

and

***The National Program of Foreign Postgraduate Scholarship “Don Carlos Antonio López”***

**Dated: 18 July 2018**



THIS AGREEMENT is made the 24 day of July of 2018.

**BETWEEN:**

- 1) **UNIVERSITY COLLEGE LONDON** a body corporate established by Royal Charter with company number RC000631 of Gower Street, London, WC1E 6BT (**UCL**);  
and
- 2) *The National Program of Foreign Postgraduate Scholarship "Don Carlos Antonio López" of the Republic of Paraguay, Estrella 345 piso 6* (the **Partner**).

**WHEREAS:**

- (A) The Parties have agreed to collaborate in relation to a scholarship programme in accordance with the terms and conditions of this Agreement.

**IT IS HEREBY AGREED THAT:**

**1 LANGUAGE**

- 1.1 This agreement is drafted in the English language and in the Spanish language.
- 1.2 Any notice given under or in connection with this agreement shall be in English. All other documents provided under or in connection with this agreement shall be in English.
- 1.3 The English language version of this agreement and any notice or other document relating to this agreement, shall prevail if there is a conflict.

**2 INTERPRETATION**

- 2.1 In this Agreement the following terms shall have the following meanings:

**Academic Year** means an academic year of UCL being a period spanning two calendar years which normally commences in September of the first calendar year and ends in September of the consecutive calendar year;

**Agreement** means this document including, in accordance with Clause 2.4, the Schedules annexed hereto as the same may be varied or extended from time to time by written agreement between the Parties;

**Applicant** means a person who has made an application to be granted an Award;

**Award** means an award available pursuant to the Scholarship Programme the details of which are set out at Schedule 1;

**Awardee** means an Applicant to whom an Award has been granted pursuant to this Agreement;

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

**Commencement Date** means the date when the Agreement has been signed by both Parties and all administrative internal procedures have been carried out and approved by authorities of each corresponding country;

**Confidential Information** means information disclosed by or on behalf of a Party to another Party which is marked confidential or which by its nature is intended to be, or should reasonably be considered by the other Party to be, confidential information;

**Eligibility Criteria** means the criteria set out in Schedule 1 which Applicants must meet in order to be eligible for an Award;

**Parties** means the Parties to this Agreement and **Party** shall be construed accordingly;

**Partner's Commitment** means the monetary sum(s) payable by the Partner to UCL in connection with the Scholarship Programme set out at Schedule 1;

**Relevant Requirements** means all applicable laws, statutes, regulations and codes relating to the Parties' obligations under this Agreement (including where applicable anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as may be amended));

**Reporting Requirements** means the reporting requirements which the Parties shall abide by as set out in Schedule 1;

**Scholarship Programme** means the programme of financial support for successful Applicants described in Schedule 1;

**Student** means a student of UCL;

**Term** means the period commencing on the Commencement Date and ending on the date on which the last Awardee graduates from their UCL graduate degree programme in relation to which an Award has been made, or otherwise leaves or is required to leave UCL (for whatever reason);

**UCL Commitment** means the financial contribution to be made by UCL to the Scholarship Programme as detailed in Schedule 1;

**UCL's General Award Regulations** means the UCL regulations which apply to all UCL funding schemes, in force from time to time;

**UCL's Policies** means the policies, procedures or regulations of UCL in force from time to time.

- 2.2 All references to Clauses and Schedules are references to the relevant clauses of or schedules to this document unless the context otherwise requires.
- 2.3 References to the words **includes** or **including** shall be construed without limitation to the generality of the preceding words.
- 2.4 The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules. Where there is any conflict or inconsistency between the main body of this Agreement and any Schedule of this Agreement the former shall prevail.



- 2.5 Headings are for convenience only and shall be ignored in interpreting this Agreement.
- 2.6 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.
- 2.7 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under them as from time to time amended, consolidated or re-enacted.

### **3 THE PARTNER'S COMMITMENT**

- 3.1 The Partner shall pay to UCL the Partner's Commitment to be used by UCL solely for the Scholarship Programme.
- 3.2 Subject to clause 3.6, UCL shall operate the Scholarship Programme in accordance with the details set out in Schedule 1.
- 3.3 Payment of the Partner's Commitment shall be made by the Partner to UCL in accordance with Schedule 2.
- 3.4 [The Parties consider that VAT is not chargeable on the Partner's Commitment, it being a charitable donation to meet UCL's objects. [Should VAT become chargeable on the Partner's Commitment, the Partner shall pay the Partner's Commitment in addition to any VAT payable thereon][OR][For the avoidance of doubt, any sums payable under this Agreement are inclusive of VAT (if any)]
- 3.5 In consideration of the payment by the Partner of the Partner's Commitment to UCL, UCL shall make the UCL Commitment.
- 3.6 Notwithstanding anything in this Agreement, UCL shall have the right to manage any Awards in accordance with UCL's General Award Regulations, which regulations shall (in the event of any conflict) take precedence over the terms of this Agreement.

### **4 APPLICATIONS FOR AWARDS**

- 4.1 The Parties shall comply with the details set out in Schedule 1 in relation to:
- 4.1.1 the process for Applicants applying for Awards; and
- 4.1.2 the process for deciding which Applicants are to be granted an Award.
- 4.2 The Parties agree that, unless agreed otherwise by the Parties in writing, only those Applicants who meet the Eligibility Criteria for an Award shall be granted an Award.
- 4.3 The Parties acknowledge that:
- 4.3.1 no undertaking is made that the maximum number of Awards will be granted in any Academic Year; and
- 4.3.2 the number of Awards granted in any Academic Year will be contingent on there being a sufficient number of Applicants who meet the Eligibility Criteria in that Academic Year.

- 4.4 The Parties acknowledge that the Eligibility Criteria for the Scholarship Programme must not be in breach of the Equality Act 2010. The Parties shall act in good faith, cooperate and take all necessary steps to prevent unlawful discrimination in relation to the Scholarship Programme.

## 5 RECORDS AND REPORTING

- 5.1 The Parties shall each maintain accurate records of all payments made and received in connection with this Agreement and shall share the same with each other on reasonable request.
- 5.2 Each Party shall comply with their respective Reporting Requirements in relation to the Scholarship Programme as detailed in Schedule 1.

## 6 BRAND AND LOGO

- 6.1 Except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, and subject to clause 7, neither Party to this Agreement shall use or refer to the name, logo or other designation of the other Party in relation to the subject matter of this Agreement without the prior written consent of that other Party.

## 7 PROMOTION AND PUBLICITY

- 7.1 The Parties shall comply with the promotion and publicity arrangements for the Awards and the Scholarship Programme set out in Schedule 1. Unless provided otherwise in Schedule 1, any public reference to the Scholarship Programme or the Awards must be approved by both Parties before public dissemination.

## 8 CONFIDENTIALITY AND DATA PROTECTION

- 8.1 Each Party (the **Receiving Party**) shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party from or on behalf of the other Party (the **Disclosing Party**), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's financial affairs, business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, professional advisers or subcontractors as they need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents, professional advisers or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause shall cease to apply:

8.1.1 to any information which is or comes into the public domain through no default of either Party (or any person for whom either Party is responsible); or

8.1.2 to any information which is required to be disclosed by operation of statute, by a court of law or other competent tribunal, or any government body or other regulatory authority.



- 8.2 Each Party shall on demand and on termination of this Agreement surrender to the other Party all materials relating to such Confidential Information in its or its personnel's, agents' or representatives' possession.
- 8.3 The Partner acknowledges that UCL is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) (as may be amended from time to time). The Partner shall provide reasonable assistance and co-operation to UCL to enable UCL to comply with its information disclosure requirements.
- 8.4 UCL will be solely responsible for determining whether any information, regardless of whether or not it is Confidential Information:
- 8.4.1 is exempt from disclosure in accordance with the provisions of FOIA; and/or
- 8.4.2 is to be disclosed in response to a request for information and any resulting disclosure by UCL shall be deemed not to be a breach of the confidentiality provisions in this Agreement.
- 8.5 Notwithstanding any other provision of this Agreement, in performing its rights and obligations under this Agreement each Party shall at all times comply with the Data Protection Act 1998 (**DPA**) (as may be amended from time to time) and all applicable local laws and/or regulations. In so far as the Partner processes any personal data and/or sensitive personal data (as defined under the DPA) on behalf of UCL, it shall (i) take appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of such information and to prevent accidental or unlawful loss, alteration or destruction of, or damage or access to such information; (ii) comply with UCL's reasonable instructions; and (iii) not process or otherwise transfer any such information in or to any country outside the European Economic Area without the prior written consent of UCL.

## **9 TERM, TERMINATION, AND DISPUTE RESOLUTION**

- 9.1 This Agreement shall be effective from the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue for the Term.
- 9.2 This Agreement may be extended or amended in writing by mutual consent of the two Parties.
- 9.3 Subject to clause 9.5, This Agreement may be terminated by either Party without penalty:
- 9.3.1 on giving twelve (12) months' notice to the other Party in writing;
- 9.3.2 on written notice to the other Party if the other Party (i) materially breaches this Agreement (and the breach, if capable of remedy, is not remedied within thirty (30) days following the date of notice); (ii) engages in conduct that is in the reasonable opinion of the other Party prejudicial to its reputation; or (iii) enters into insolvency or equivalent proceedings.
- 9.4 Following expiry or termination of this Agreement for any reason each Party shall return to the other Party at its own expense all materials in its possession belonging to the other Party relating to this Agreement and shall return or destroy (at the option of the

other Party) all Confidential Information of the other Party then in its possession or control provided always that each Party shall be entitled to retain copies of Confidential Information as may be required by it in order to comply with any law or regulatory requirement.

- 9.5 In the event of expiry, termination or amendment of this Agreement for any reason, all existing commitments regarding Awards granted pursuant to this Agreement will be fulfilled and the terms of this Agreement will continue in force to the extent necessary to allow such commitments to be fulfilled.
- 9.6 Termination of this Agreement will not affect the rights of each Party against the other in respect of the period up to and including the date of termination or expiry.
- 9.7 In the event of any disagreement or dispute that may arise in relation to the execution, interpretation or application of this Agreement, the Parties shall first meet and use reasonable efforts to resolve the dispute by negotiation between the Parties acting in good faith.

## **10 COMPLIANCE WITH RELEVANT REQUIREMENTS**

- 10.1 Each Party shall comply with all Relevant Requirements.

## **11 FORCE MAJEURE**

- 11.1 Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Parties shall use reasonable endeavours to cure any such events or circumstances and resume performance under this Agreement. If any event or circumstances prevent one Party from carrying out its obligations under this Agreement for a continuous period of more than 90 Business Days, the other Party may, subject to clause 9.5, terminate this Agreement immediately by giving written notice to the first Party.

## **12 GENERAL**

- 12.1 Neither Party will discriminate against any student or any member of staff based on the age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- 12.2 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.
- 12.3 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 12.4 Neither Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.5 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or



sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business.

- 12.6 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 12.7 If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 12.8 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.9 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.10 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 12.11 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 12.12 Any variation to this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.
- 12.13 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 12.14 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.







<b>SCHEDULE 1</b>	
<b>SCHOLARSHIP PROGRAMME</b>	
Purpose of Scholarship Programme	To promote the training of Paraguayan students in priority areas at the Master's and Doctoral level at UCL.
Scholarship Programme Start Date	First Award to be made to students commencing a programme in the AY 2018/19.
Scholarship Programme End Date	Final Award to be made to students commencing a degree in the AY 2020/21.
Total Amount (£) of Partner's Commitment (if known)	<p>The partner will fund tuition fees of the sponsored programme(s) minus the 10% discount provided by UCL. Masters programme will be funded for up to 24 months; doctoral programmes will be funded for up to 48 months.</p> <p>Additional benefits offered by the partner include, but are not limited to, air ticket and visa fee, monthly stipend by destination and annual health insurance. These are detailed in the Operating Regulations document available at <a href="http://www.becal.gov.py/rop/">http://www.becal.gov.py/rop/</a> and updated regularly.</p>
Value of Gift Aid (if applicable)	n/a
[UCL Commitment]	<p>UCL will provide a 10% contribution on total tuition fees for Master's programmes for each scholarship holder; this will be applicable for a maximum of two years.</p> <p>UCL will provide a 10% contribution on total tuition fees for research programmes for each scholarship holder; this will be applicable for a maximum of four years.</p> <p>UCL will provide a 10% contribution to the scholarship holders for UCL Pre-sessional Courses at the UCL Centre for Languages and International Educations (CLIE) and at the UCL Institute of Education (IOE) to each scholarship holder whose English fluency is still deemed to be below the level required by UCL and whose admission is contingent upon the recipient's ability to meet the English Language entry requirements of the University.</p>
Additional Award Details	n/a
Maximum number of Awards available per Academic Year	n/a



Value (£) of each Award	The value of each award will vary per person and be dependent on programme type and its period.
Duration of each Award	<p>Masters awards are usually tenable for one year, with a maximum of two years. Doctoral awards are three or four years (according to programme) in accordance to UCL's Policies and subject to satisfactory progress of the student.</p> <p>The total duration of the scholarship may not exceed those indicated above, always counted from the admission of the student to the postgraduate programme.</p> <p>In the case of students already enrolled on a UCL programme at the time of being awarded a scholarship, the benefit of the scholarship will be delivered only from the date of the scholarship award, financing the remaining period of the relevant study programme.</p>
Application process for an Award	The National Program of Foreign Postgraduate Scholarship "Don Carlos Antonio López" (BECAL) of the Republic of Paraguay will manage the application process for each award through procedures and deadlines established by BECAL.
Process for deciding which Applicant is to be granted an Award	BECAL will manage the selection process for each award through procedures and deadlines established by BECAL.
Eligibility Criteria	<p>1. The nominated student must have successfully completed the established BECAL selection process details of which are provided at the following link: <a href="http://www.becal.gov.py/guia-de-bases-y-condiciones/">http://www.becal.gov.py/guia-de-bases-y-condiciones/</a></p> <p>2. The nominated student must be in receipt of an unconditional offer letter from UCL for a Master's programme or a graduate research programme (MPhil leading to PhD/ PhD). The student must have obtained the offer via the usual graduate application and selection procedure.</p>
Promotion and publicity arrangements for Awards and the Scholarship Programme	Awards will be promoted on UCL and the BECAL's webpages. UCL will provide information to BECAL and Paraguayan students on study opportunities at UCL, possible areas/ topics of research, application process, housing resources, immigration issues and sources of support provided by UCL.



[Reporting Requirements]	<p>BECAL shall inform UCL of:</p> <ul style="list-style-type: none"> <li>- Provide a list of selected scholars to the designated coordinator by July 31 of each year</li> </ul> <p>Both Parties shall each maintain accurate records of payments made and received in connection with this Agreement and shall share the same with each other on reasonable request.</p> <p>Both UCL and the Partner shall inform the other Party of any change in the designated coordinator or signatory in charge of this Agreement.</p> <p>The designated coordinators are:</p> <p>For BECAL:</p> <p><b>MSc. Econ. Mario Anibal Romero Lévera</b>  <b>Coordinador de Relaciones Internacionales e Interinstitucionales</b>  <b>Programa Nacional de Becas de Postgrado en el Exterior</b>  <b>"Don Carlos Antonio López"</b>  <b>Ministerio de Hacienda - República del Paraguay</b>  <b>Tel: +595 21 440 007</b>  <b>Estrada 345, Pte. 6to. Asunción</b>  <b>mario_romero@hacienda.gov.py</b>  <b>www.hacienda.gov.py</b>  <b>www.becal.gov.py</b>  <b>Twitter: @becalpy</b></p> <p>For UCL:  Name: Danielle Macfarlane  Position: Senior Liaison and Recruitment Officer  Email: d.macfarlane@ucl.ac.uk</p>
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## SCHEDULE 2

### PAYMENT OF PARTNER'S COMMITMENT BY PARTNER

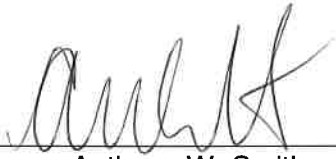
1. In respect of each Awardee, the UCL Fees Office will be responsible for issuing invoices for that Applicant's tuition fees [(after UCL's 10% contribution has been deducted)] directly to BECAL after the Awardee has registered at UCL.
2. Invoices will be sent to:  
  
Estrella 345 casi Chile, piso 6, Asunción-Paraguay-South America
3. The standard UCL payment terms are 28 days from the invoice date, and be included on each invoice UCL issues.
4. The Partner will immediately notify UCL, via the designated coordinator, of any outstanding tuition fee invoices (in part or in whole) that they receive.
5. The students are responsible for obtaining financial resources to cover other costs (that are not included in this scholarship agreement) related to their programme of study.



This Agreement has been entered into on the date stated at the beginning of it.

**For University College London**

**For The National Program of Foreign  
Postgraduate Scholarship "Don Carlos Antonio  
López"**



\_\_\_\_\_  
Professor Anthony W. Smith  
Vice Provost (Education)

\_\_\_\_\_  
Lea Giménez  
Minister of Finance

Date

24/7/2011

Date

