Document of Understanding

between the

Higher Education Commission, Government of the Islamic Republic of Pakistan

and

The University of Málaga, Spain

JUNE, 2017

Islamabad

This Document of Understanding (hereinafter called "DOU") is agreed in March, 2017

between the

Higher Education Commission, Government of the Islamic Republic of Pakistan, Islamabad, a Statutory Body established under Ordinance, 2002 (Ordinance No. L111 of 2002) (hereinafter called the "**HEC**")

and

The Universidad de Málaga, a University established and existing under the Laws of Spain (hereinafter called the "UMA")

(hereinafter collectively referred to as the "Parties")

for a

Scholarship programme for higher studies of university teachers/students of Pakistan in the field of Engineering initially and will be open for all subject (offered in English) in the subsequent years.

In the framework of the long-standing educational cooperation between the Islamic Republic of Pakistan and UMA, represented by the HEC & the respectively,

and

In view of the demand for Pakistani higher education teaching and research staff for advanced level qualifications on the one hand, and the ability of the UMA to assist in meeting such a demand on the other hand,

and

In partial fulfillment of the HEC's aims and objectives as well as in consideration of its funding resources and regulations

The Parties have agreed as follows:

Article 1

Objectives and Scope of Cooperation

1) Under its own overall responsibility, and fully from its own funds, the HEC will support students from several of its target institutions of higher education into PhD level degree studies at the UMA, starting in 2017.

The cohort may comprise of a mutually agreed number of candidates each year, distributed among the following PhD programmes, taught in English and in the appropriate faculties, at UMA:

- Ingeniería de Telecomunicación (Telecommunications Engineering)

- Tecnologías Informáticas (Computer Technologies)

- Ingeniería Mecatrónica (Mechatronics Engineering)

- Ingeniería Mecánica y Eficiencia Energética (Mechanical Engineering & Energy Efficiency)

- Sistemas de Energía Eléctrica (Electric Power Systems)

- 2) In support of this educational cooperation, UMA will fix the tuition fee for each PhD scholarship student enrolled under this DOU, based on the tuition fee and charges applicable for a scholar's chosen discipline in the first year of their enrolment, for the duration of the scholarship and up to a maximum period of 36 months.
- 3) The parties will form a joint committee for selection of the HEC scholarship candidates.
- 4) On behalf of and in close coordination with the HEC, the UMA will implement the scholarship programme as described above, including the joint selection of the HEC scholarship candidates, their placement at UMA, the monitoring of their study progress as set out in Article 3.4 of this DOU, and the accounting to the HEC of any UMA programme expenses. It is here understood that the UMA will coordinate the activities (selection and application process) on the Spanish side, but that the outcome will rely on decisions also taken by other institutions (migration board, insurance agencies, etc.).
- 5) Within its cooperation with the UMA, the HEC will undertake all steps and carry out all activities that safeguard the implementation from the Pakistani side, whereas the UMA will be responsible for implementation in Spain. The Parties will ensure close coordination of their respective activities and separately agree upon procedures which enable the parties to fulfill their commitments.

Article 2

Principles and Procedures of Implementation: The HEC's Role and Responsibilities

1) The HEC will invite applications from eligible candidates for PhD level study at the UMA. The HEC will make complete application dossiers available to the Joint HEC-UMA Committee. The dossiers will include certified copies of birth certificate, passport photographs, a health declaration, local GRE-type test result conducted by HEC diplomas, degrees, academic records, CV, references, publications (if any), and the research proposal. The HEC will guarantee the

authenticity of application materials. The HEC will send the application dossiers to UMA within the agreed application deadline.

- 2) The HEC will hold all applicants selected by the Joint HEC-UMA Committee as firm candidates for the scholarship programme. However, the HEC reserves the right to bar candidates from participation in the programme, should any important reason arise to do so (cf. also <u>section 6</u> below). In such cases, the HEC will inform UMA and the Spanish Embassy in Islamabad, without delay.
- 3) The scholarship candidates will provide HEC study leave (if employed) from their employer for the entire duration of PhD level degree study. These candidates will then re-join their institutions upon return from Spain, depending on their individual study achievements.
- 4) The HEC will ensure that all its awardees arrive in Spain on time, in accordance with the dates set for the studies.
- 5) The HEC will cover round trip expenses of its students.

Likewise, the HEC will fully cover the monthly scholarships (living allowances and other necessary benefits), for its awardees over the entire period (36 months) of their studies at UMA. Should the period required to complete the PhD program exceed 36 months, the former scholarship holder will only be allowed to continue and complete his/her studies if financing can be arranged from another source, no legal problems arise with the visa and accepted by the HEC.

Students will be able to bear the costs for the first two months in Spain until the remaining scholarship is transferred to their Spanish bank account.

6) The HEC will obligate its awardees for the full duration of their stay in Spain to strictly follow UMA regulations pertaining to the implementation of the PhD programme, including the decisions of UMA on placement, academic supervision, disbursement of scholarships (allowances etc.). Likewise, the HEC will bind its awardees to fully meet UMA requirements with regard to timely reporting of address changes, study progress, illness, leave of absence and any other matter that UMA needs to be informed of in order to ensure its continuous assistance to both the HEC and the students themselves.

Upon a well-founded request from UMA (e.g. because of unsatisfactory study progress, serious misconduct, or offending against UMA regulations or Spanish law), the HEC will drop awardees from the programme and summon them back to Pakistan.

7) The HEC will make available to the UMA the funds for this programme based on yearly invoices/requisitions, two months in advance. For the second and

subsequent years of study, progress reports of the student must accompany invoices to secure payment.

Article 3

Principles and Procedures of Implementation: The UMA Roles and Responsibilities

- 1) UMA will in the placement procedure inform the HEC of the progress being made. As far as possible, UMA will take into consideration the HEC's or the candidate's options for study programmes and academic supervisors in UMA, but the final decision will rest with UMA. Should in particular cases no suitable study place and academic supervision be obtainable, UMA will inform the HEC accordingly and will bear no further responsibility for such candidates.
- 2) UMA will assist the HEC student, in matters concerning initial arrival arrangements, immigration, accommodation, degree course admission, accreditation of the previous study achievements and overall adjustment to the new surroundings. During their academic studies, the HEC awardees will be given opportunities to meet the UMA staff; UMA will also help in establishing contact between the candidates and the Embassy of the Islamic Republic of Pakistan in Spain. Should the need arise and the HEC agrees to it, UMA will appoint additional tutors for individual HEC scholarship holders during critical phases of their study at UMA, the costs for which will be charged to HEC separately.
- 3) UMA will arrange a suitable health insurance scheme and an appropriate accident and personal liability insurance for each individual HEC student during his/her entire period of stay (48 months max). At the point of enrolment each year UMA will transfer the full annual premiums for health, accident and personal liability insurance schemes (see Insurance Fee in Annex 1) for each student directly to the insurance agencies from the HEC scholarship monies paid to UMA.
- 4) UMA will monitor the HEC students' study progress, and will submit to the HEC individual bi-annual progress reports. Should any student's study progress fall below expectations in three (3) consecutive progress reports, the UMA will recommend to the HEC the student's withdrawal from the programme. Otherwise, UMA will recommend to the HEC an extension of the scholarship on an annual basis or for a shorter period, as required for completion of degree studies in the individual case. Where an extension beyond the HEC's regular maximum scholarship periods may become necessary, UMA will recommend this to the HEC on the basis of the academic progress reports at least six months in advance of the date of scholarship expiry. The academic supervisors' progress

reports must also include proof and approval of external funding as outlined in Article 2.5 above.

- 5) For the duration of a student's academic studies (36 months), UMA will regularly and in a timely manner, disburse the Maintenance Allowance (previously transferred by HEC) through bank transfer to the individual Spanish bank account of each of the HEC scholarship holders, on a monthly basis or as otherwise agreed.
- 6) UMA will be able to meet its responsibilities determined in this DOU only if it receives from the HEC the funds needed for the programme implementation and administration well in time. Otherwise, UMA will not be in a position to make advance payments from its own funds to the HEC students or their host institutions, and therefore will take no responsibility for any inconvenience or damages that may arise from delay.
- 7) UMA will not offer any job, post PhD research assignments or Post-Doctoral position once the HEC students defend their PhD dissertation. UMA will not provide any kind of assistance to HEC students regarding immigration in Spain rather UMA will advise Spanish immigration authorities about the legal obligations of these students with the Government of Pakistan.

Article 4

Scholarships - Allowances, Benefits, Insurance and Study/Research Subsidies

- 1) The scholarships (allowances and benefits) are listed in Annex 1. Additional / over and above payments are at the discretion of the HEC, which will inform the UMA accordingly.
- 2) Health and accident and personal liability insurance premiums are subject to changes as determined by the insurance agencies.
- 3) By 30 June of each year, the UMA will provide the HEC with updated fees and insurance costs for the following year.
- 4) Annex 1 forms part of this DOU and will be updated at the end of June of each year as noted in point 3) above, but may also be revised independently when deemed appropriate.

Article 5

Duration of, Amendments to and Liaison for this DOU

- 1) This DOU will enter into force on the date of signatures and will be valid for a period of Seven (7) years. This DOU will be automatically extended year by year unless either Party provides notice of withdrawal in writing six months in advance.
- 2) If this Document Of Understanding expires or is terminated in accordance with clause 5.1, it will continue to be in place for those students enrolled or accepted at the date of expiry or at the date of the termination notice. These students will be monitored and financially supported according to this agreed DoU.
- 3) This DOU may be amended through exchange of letters without any other formalities, provided the Parties agree to such amendments.
- 4) The liaison partners for this DOU will be the International Office at UMA, and the Overseas Scholarships, HRD Division at HEC (see Annex 2 for full details).
- 5) All disputes concerning the interpretation and application of this DOU shall be settled through mutual negotiations between the Parties.

On behalf of:
UMA

Jose Ángel Narváez Bueno
Rector

Signed by proxy by:
Susana Cabrera-Yeto
Vice-President for International Affairs

Date:

Date:

Date:

On behalf of:
Higher Education Commission

Professor Dr. Arshad Ali
Executive Director

Date:

Date:

Date:

ANNEX 1

To HEC / UMA DOU on PhD Degree Studies of HEC Students at the UMA, Spain.

Value of scholarship for the year 2017 (all figures in Euros (\in)):

No.	Description	Yearly per Candidate
1	Maintenance Allowance (Including housing allowance and course literature, visa renewal etc.)	950
2	Tuition Fee b	
	Ingeniería de Telecomunicación	100
	Tecnologías Informáticas	100
	Ingeniería Mecatrónica	100
	Ingeniería Mecánica y Eficiencia Energética	100
	Sistemas de Energía Eléctrica	100
3	Insurance (per student per year)	325

- a. The Maintenance Allowance is fixed over the term of the scholarship (36 months).
- b. Fees for doctoral programmes in any other disciplines available on request.

Example of fixed tuition fee offered to students from the HEC

ANNEX 2

Contact details of liaison partners

Contact details of liaison partners	
UMA	Higher Education Commission
Dr. Javier Poncela jponcela@uma.es +34 952 13 27 59	Mr. Waseem S. Hashmi Syed Advisor HRD (Human Resource Development) wsyed@hec.gov.pk +92-51-90808000
International Office José Francisco Chicano García Deputy Vice-President for International Mobility dirmovilidad@uma.es +34 952 13 65 12	Overseas Scholarships, HRD Division Muhammad Zeeshan Saleem Project Director mzsaleem@hec.gov.pk +92-51-90808061
María del Carmen Doblas Navarro Mobility Programs mcdoblas@uma.es +34 952 13 43 00	Muhammad Ashfaq Project Manager mishfaq@hec.gov.pk +92-51-90808065