

## Document of Understanding

Between

The Higher Education Commission, Government of the Islamic Republic of Pakistan  
And

Macquarie University, Australia

For

Research Training of PhD Students at Macquarie University, Australia

### 1. Introduction

The Higher Education Commission of the Government of the Islamic Republic of Pakistan (HEC) and the **Macquarie University (MQ)** in accordance with the principles of equality and mutual benefit through friendly negotiation hereby agree to establish a collaborative arrangement for the purpose of providing high quality research training to qualified PhD students from HEC at **MQ**.

### 2. Program Overview

Selected students from the Islamic Republic of Pakistan will enrol in a PhD research program and undertake study in one of the **MQ** faculties or MQ graduate schools.

### 3. MQ Selection Criteria

Prospective students from the Islamic Republic of Pakistan (**Applicants**) will be required to meet the normal selection criteria for entry into a **MQ** PhD program including academic performance and English language requirements and will be assessed along with all other applicants for entry into the respective PhD program at MQ.

### 4. Candidate Numbers & Application Conditions

**MQ** will select up to ten (10) HEC scholarship students per year for 5 years, starting in 2016 under the conditions of this Document Of Understanding (**HEC Scholarship Program**). Applicants must meet the requirements of the HEC Scholarship Program.

### 5. Entry Criteria

**5.1** Applicants must hold a letter of offer (**Offer**) for a PhD program at **MQ**. They must fulfill the relevant academic entry requirements set by **MQ**, including the required level of English language proficiency.

**5.2** Applicants must satisfy the selection criteria set out by HEC and MQ.

**5.3** Applicants will directly apply for admission to **MQ** before the application deadline(s) set by **MQ**. They must specify in their application that they are, or will be, applying for the HEC Scholarship Program and funding.

- 5.4** MQ will evaluate the Applicants in accordance with its policies and procedures and relevant selection criteria and its competitive process. MQ will provide each eligible Applicant with a copy of an Offer for admission to the PhD and will provide HEC with a list of selected Applicants. The Offer must be unconditional in terms of academic performance and English language capability. The Offer must also specify that MQ will provide a stipend scholarship (the amount to be determined by MQ) to cover the reasonable cost of living expenses for a maximum period of 36 months, subject to the Applicant receiving confirmation of HEC funding support for the same period (as detailed in clause 6).
- 5.5** After receiving an Offer from MQ, Applicants must apply to HEC for funding and must also submit their Offer from MQ together with their HEC application.
- 5.6** HEC will evaluate the Applicants according to HEC requirements and priorities, in order to make a decision about their applications. HEC will inform MQ of the names of the Applicants who have been selected for HEC funding for the HEC Scholarship Program.
- 5.7** For the purposes of the HEC Scholarship Program and the selection of the Applicants, the following has been agreed:
- 5.7.1 HEC and MQ will promote the HEC Scholarship Program on their respective websites all year round.
  - 5.7.2 Applicants can apply to MQ for entry to the PhD all year round. Applications will be assessed on a rolling basis.
  - 5.7.4 Applications to be submitted to HEC in mid-October together with the letter of Offer of a PhD place from MQ
  - 5.7.5 Applications to be reviewed by HEC in November;
  - 5.7.6 Applicants to be advised by HEC of the results of their applications in December. HEC to also advise MQ of the names of the successful Applicants in December.
  - 5.7.7 Applicants to apply for the appropriate Australian visa in January of the following year; and if possible to commence their PhD at Macquarie University by the beginning of April of that year.
- 5.8** Applicants who are not successful in obtaining a scholarship under the HEC Scholarship Program, may be able to apply for a Macquarie University Research Excellence Scholarship.

## **6. Funding Model**

For each successful Applicant up to the agreed number outlined in Section 4 above, the financial obligations of the parties will be as follows:

6.1 HEC will provide a tuition fee scholarship to cover the cost of **MQ** tuition fees for up to a maximum AUD \$85 000 for the total period of 36 months and one return international airfare by the most economical route.

6.2 **MQ** will pay a stipend at the relevant Australian Postgraduate Award (APA) rate. In 2015 this rate is \$25 849 per annum (paid fortnightly, tax exempt) **MQ** will also top up any short fall in tuition fees.

6.3 **MQ** will organise and purchase the Australian Overseas Health Cover for successful applicants for the required duration. This will be deducted from the stipend payments paid in Australia. A letter confirming this arrangement will have to be signed by the successful applicant.

## **7. Candidates' Progress**

**MQ** will conduct an annual progress review for all enrolled HEC-sponsored PhD candidates to evaluate their performance in line with its normal review processes and procedures. **MQ** will provide HEC on an annual basis the assessment of the progress of each HEC-sponsored PhD candidate.

## **8. Research Areas**

Scholarships will be offered in all areas of knowledge that are being offered at **MQ**. However, the HEC will prioritise subject area every year according to their requirements.

## **9. Obligation to notify**

**MQ** will notify HEC in the event of any serious issues relating to a student's course progress and HEC will notify **MQ** in the event of any delay regarding the payment of a student's tuition fee. **MQ** and HEC must obtain the student's express written consent to allow for the disclosure of the student's personal and/or health information to both the HEC and **MQ**.

## **10. Arrival Schedule**

**MQ** accepts rolling commencements excluding a 3-4 week period in December/January.

## **11. MQ and HEC Liaison**

**MQ** will appoint the **Director, Research Training and International Research Training Partnerships** as the nominated contact for liaison with all HEC Scholarship students. HEC will nominate Project Director / Project Manager overseas scholarship as the nominated contact for liaison with **MQ**.



## **12. MQ Policies & Australian Education Services for Overseas Students (ESOS) Act**

Applicants studying at **MQ** on an Australian student visa will be subject to and covered by all MQ rules and policies relevant to higher degree research students, and all obligations the University maintains through its ongoing compliance to the *Education Services for Overseas Students (ESOS) Act*.

## **13. Term, Duration, Renewal, Termination & Amendment of the Agreement**

13.1 This Document Of Understanding shall continue for five years commencing from the first intake of students in 2016. It may be terminated by either party at any time by giving six months' prior (written) notice to the other party. The Document Of Understanding may be amended at any time in writing by mutual agreement of **MQ** and HEC.

13.2 If this Document Of Understanding expires or is terminated in accordance with clause 13.1, 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 continue to receive financial support in accordance with the terms and conditions of the stipend scholarship provided by **MQ** and the scholarship awarded by HEC.

14. HEC and **MQ** undertake not to engage in any act, which may result in contravention of any Australian Sanctions Law. For the purposes of this clause, Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.

## **15. Privacy**

15.1 Both MQ and the HEC will:

- a) ensure that the Applicant's personal information and health information ("**Student Information**") as set out in the *Privacy and Personal Information Protection Act 1998, NSW* and the *Health Records and Information Privacy Act 2002, NSW* is protected against loss and unauthorised access, use, modification and disclosure and other misuses; and
- b) not use or disclose the Student Information, other than for the purposes of this Agreement, without the prior written consent of the Applicant unless required or authorised by law.

## **16. Intention to Cooperate**

16.1 The purpose of this Document of Understanding is only to express the intentions of the parties. The provisions contained in this Document of Understanding are not

legally binding on either party, and no legally binding obligations are intended to, or do, arise as a consequence of the existence or execution of this document.

16.2 Where either or both of the parties propose any specific arrangement concerning Applicants relating to the implementation of the HEC Scholarship Program (**Proposal**), each party agrees to nominate an appropriate representative and the Proposal shall be negotiated between the representatives of the parties. Once the parties have reached an agreement in relation to the Proposal, the agreement shall be recorded and governed by a separate legally binding agreement executed by both Parties ("**a Legal Agreement**").

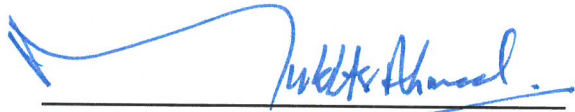
16.3 A Legal Agreement should, without limitation, include provisions requiring:

(a) compliance by each Party (to the extent applicable) with the laws of country of each Party; and

(b) each Parties commitment to use reasonable endeavours to assist students governed by the arrangements under the Legal Agreement, to complete their studies, even if the Legal Agreement is terminated.

On behalf of

**Higher Education Commission**  
Government of the Islamic Republic of  
Pakistan



Name: **Prof. Dr. Mukhtar Ahmed**  
Title: Chairman (HEC)

Date: 12-08-2015

On behalf of

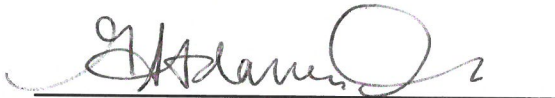
**Macquarie University**  
Australia



Name: **Prof Sakkie Pretorius**  
Title: Deputy Vice Chancellor (Research)

Date: 5-8-2015

Witnessed by:



Name: **H.E. Ms. Margaret Adamson**  
Title: Australian High Commissioner to Pakistan

Date: 12 . 8 . 2015