



**COLLABORATIVE AGREEMENT**  
**BETWEEN**  
**FUNDACIÓN PARA EL FUTURO DE COLOMBIA**  
**AND**  
**THE AUSTRALIAN NATIONAL UNIVERSITY**

The *Fundación para el Futuro de Colombia* (COLFUTURO) and The Australian National University (ANU) share an interest in strengthening bilateral cooperation in the field of education between Colombia and Australia and promoting stronger ties between the two institutions to increase the financial support available for graduate studies of Colombian students.

The purpose of this agreement is to foster cooperation and enhance the links between the two institutions through the provision of shared financing for talented Colombian students admitted to graduate degree programs at ANU, within the framework of a Joint Graduate Loan-Scholarship Program.

The Joint Graduate Loan-Scholarship Program will operate as follows:

1. Colombian students interested in this Joint Graduate Loan-Scholarship Program will seek admission to the graduate degree programs offered by ANU (Master's and Doctor of Philosophy Degrees), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by ANU.
2. Students admitted to graduate degree programs offered by ANU will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
3. Students who are offered a place for full-time graduate studies at ANU and who are selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible or considered for the shared financing under this agreement.
4. ANU will provide a tuition fee discount equivalent to 20% of applicable tuition fee to all eligible students applying through this agreement.
5. ANU will offer this tuition fee discount for Master's students for a period of up to 2 years and for PhD students for up to 4 years or otherwise as agreed in writing between the parties.
6. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, in accordance with its policies and procedures, i.e. up to USD25.000 annually for a maximum financing of 2 years, up to USD50.000, for both Master's and PhD students.
7. Admission into an ANU program is contingent on the student providing satisfactory evidence of their capacity to pay tuition fees for the full program duration. Students applying for a PhD program under this agreement understand that the full-time program duration for a PhD at ANU is 4 years. Any difference in funding awarded to the student by COLFUTURO under this agreement

and the relevant ANU program tuition fees must be covered by the student. The students are responsible for obtaining financial resources to cover other costs (that are not included in this Loan-Scholarship agreement) related to their program of study.

8. Each institution will designate a coordinator to implement and monitor this Joint Graduate Loan-Scholarship Program. In particular, the designated coordinators will be responsible for ensuring that:
  - a. ANU and COLFUTURO provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to ANU.
  - b. ANU provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by ANU to encourage interest among prospective Colombian students.
  - c. COLFUTURO informs ANU of successful candidates by sending the list of Colombian students admitted to ANU and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
  - d. ANU will select from the list mentioned in Numeral 8 item d, the students who will be granted the University scholarship mentioned in Numeral 4, when the number of joint scholars is limited. ANU will then inform COLFUTURO of this decision.
  - e. COLFUTURO provides ANU with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I) and that the designated coordinator of ANU ensures that relevant authorities of ANU (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
  - f. Both institutions make the necessary financial arrangements for confirmed scholars.
  - g. Both institutions have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

9. The designated coordinators are:

For ANU:  
Sponsored Students Coordinator  
Division of Student Administration  
e-mail: sponsored.students@anu.edu.au  
Phone: +61 2 6125 5002

For COLFUTURO:  
Johanna Torres  
Academic Advising Director  
e-mail: johanna.torres@colfuturo.org  
Phone: (57)1 3405394 Ext. 124

10. Both institutions will promote the agreement to prospective Colombian graduate students.

#### 11. MARKETING AND ESOS ACT

- 11.1. Australian law requires providers of education and training courses to overseas students to be registered and comply with the requirements of the Education Services for Overseas Students Act 2000 (Cth) ("ESOS Act") and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 ("National Code") made pursuant to the ESOS Act. ANU is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Its CRICOS provider code is 00120C. To ensure that ANU complies with its legislative obligations, COLFUTURO agrees that it will identify "The Australian National University" as the Australian provider of the Program and include the ANU CRICOS code in all written material, including material in electronic form, concerning the Program. Such materials will generally be provided by ANU. [Partner] agrees to advertise and promote the Program and to honour and respect ANU's obligations set out in the ESOS Act and National Code, a summary of which is set out in Annex 2.
- 11.2. Each Party grants a non-exclusive licence to the other Party to use their respective logos and names in all promotional Materials, including advertisements, brochures, stationary materials, etc., only in connection with or relating to the promotion or conduct of the Program developed under this Agreement and only for the duration of this Agreement, provided all promotional Material is in accordance with Clause 15.1 and all promotional Material is approved by ANU and COLFUTURO.
- 11.3. Any Intellectual Property in a Party's logo, trademark or name remains the property of the respective Party. Each Party warrants that it will not, by action or omission, jeopardize the

rights of the other Party, or the validity or subsistence of such rights, in the name and logo of the other Party, and must promptly notify the other Party of any infringement by any person or entity of the other Party's Intellectual Property rights in its name and logo which comes to its attention.

## 12. USE OF PERSONAL INFORMATION

- 12.1. COLFUTURO and ANU acknowledges and agrees that the ANU is bound by the provisions of Australian legislation called the Privacy Act 1988 (Cth) ('the Privacy Act'). The Privacy Act requires the ANU to pass on the obligations outlined in this clause to another party where the ANU is providing the Personal Information of any person to that other party. Personal Information includes information about students who may apply for or undertake a program pursuant to this Agreement.
- 12.2. COLFUTURO and ANU agree to:
  - a. Use Personal Information supplied or held in connection with this Agreement only for the purposes of fulfilling obligations under this Agreement;
  - b. Take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorized access, use, modification or disclosure;
  - c. Use reasonable practices to ensure that the security, use and disclosure of Personal Information only apply to the types of activities undertaken under this Agreement;
  - d. Co-operate with any reasonable demands or inquiries made either by the ANU or the Information Commissioner under the Privacy Act 1988 including, but not limited to, a request from the ANU to comply with any guidelines concerning the handling of Personal Information.

## 13. CONFIDENTIAL INFORMATION

- 13.1. All information relating to this Agreement and furnished by one Party to the other and marked 'Confidential' will be kept confidential by the receiving Party, and will not be disclosed to any third Party otherwise than to carry out the provisions of this Agreement, unless agreed in writing between the Parties.
- 13.2. Article 13 will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of that information; information which is independently developed by the receiving Party; information required to be released by law; or information which is rightfully received by the receiving Party from third parties without accompanying secrecy obligations.
- 13.3. Each Party, in giving an undertaking not to disclose, is to arrange for its officers, employees, agents and subcontractors engaged in the performance of its obligations under this Agreement to give an undertaking, and if requested by the other Party this undertaking may be asked for in written form, to the non-disclosure of such confidential information except for the performance of duties under this Agreement. Each Party will arrange promptly on execution of this Agreement for all such undertakings to be given.
- 13.4. Article 13 will survive the expiration or termination of this Agreement for two years from the date of expiration or termination of this Agreement.

## 14. DISPUTE RESOLUTION

- 14.1. Before resorting to external dispute resolution mechanisms, the Parties will attempt to settle by negotiation between them any dispute in relation to this Agreement, including by referring the matter to authorised personnel of the Parties who may have authority to intervene and direct some form of resolution.
- 14.2. If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.
- 14.3. Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Agreement.
- 14.4. When a Party seeks urgent interlocutory relief, it may commence court proceedings relating to any dispute arising from this Agreement after providing notice in writing to the other Party.

14.5. Article 14 will survive the expiration or termination of this Agreement.

#### 15. FORCE MAJURE EVENT

##### 15.1. Notification of Unexpected Event

If an Unexpected Event affecting a Party precludes that Party (Precluded Party) partially or wholly from complying with its obligations under this Agreement then:

- a) as soon as reasonably practicable after that Unexpected Event arises, the Precluded Party must notify the other Party of the Unexpected Event; and
- b) to the extent and for the period that the Precluded Party is precluded by the Unexpected Event from complying with its obligations under this Agreement, those obligations will be suspended.

15.2. Article 15 does not apply to any obligation to pay money.

#### 16. JURISDICTION AND GOVERNING LAW

16.1. This Agreement will be governed by and construed in accordance with the laws for the time being in force in the country in which the part of the Program is being undertaken and in which a dispute or default has occurred between the Parties. The Parties agree to submit to the jurisdiction of the courts of that jurisdiction.

16.2. Each Party will ensure that the work done under this Agreement complies with the laws from time to time in force in the country in which the Program is being carried out.

#### 17. TERM AND TERMINATION

17.1 This agreement shall remain in force for five (5) years from the date of signature by the designated representatives of each party and may be reviewed or renegotiated at the request of either party.

17.2 Before the expiry of this agreement as specified in 17.1, the parties will ensure that there are satisfactory arrangements in place for students already undertaking the graduate degree program.


17.3 Either party may terminate this agreement with the written consent of the other party provided:

- a) the terminating party gives at least ninety days prior written notice to the other party; and
- b) makes satisfactory arrangements for students already undertaking the graduate degree program.

#### 18. INDEMNITY

18.1 Each party will indemnify the other party, its officers, employees and contractors from and against all reasonable loss or liability arising in connection with this agreement where such loss was caused by or contributed to by any unlawful or negligent act or omission of the party in the performance of this agreement.

18.2 The liability of a party to be indemnified under clause 18.1 will be reduced proportionately to the extent that any unlawful or negligent act or omission of the indemnified party caused or contributed to the loss or liability.

  
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Professor Margaret Harding  
Deputy Vice-Chancellor (Research & Innovation)  
The Australian National University

Date: 22 OCT 2017

  
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Jerónimo Castro Jaramillo  
Executive Director  
COLFUTURO

Date: 5 Oct 2017

## Annex 1

### General Terms and Payment Scheme of COLFUTURO's Loan-Scholarship Program

1. COLFUTURO's financing system consists of a Loan-Scholarship of up to USD25,000 annually for a maximum financing of two years up to USD50,000.
2. The applicants for the Loan-Scholarship determine the amount to be requested from COLFUTURO in accordance with COLFUTURO's policies and procedures.
3. Successful applicants or beneficiaries of this program can use the Loan-Scholarship to cover the full or partial costs of their graduate studies abroad.
4. COLFUTURO's Loan-Scholarship is granted in US Dollars. All payments to beneficiaries (i.e. settling allowance and living allowance) are done in US Dollars but COLFUTURO can pay tuition to universities in other currencies. However, COLFUTURO beneficiaries have the obligation to assume any discrepancy arising from foreign exchange fluctuations, between the US Dollar amount requested to COLFUTURO and the other currencies.
5. COLFUTURO's selection process for the Loan-Scholarship Program is done yearly. Applicants can comply with documentary requirements when the on-line application becomes available by January 10<sup>th</sup> and up to February 28<sup>th</sup>. Results are published by the mid of May.
6. COLFUTURO notifies partner universities immediately regarding the results of the selection process by sending them the list of COLFUTURO beneficiaries admitted to their graduate degree programs.
7. Once students are selected and notified as beneficiaries of COLFUTURO, the latter arranges a meeting with the student to explain in detail, the terms and conditions of the Loan-Scholarship. The student who accepts these terms and conditions, decides the allocation of this Loan-Scholarship taking into account the maximum amounts mentioned in item 1. The beneficiary can allocate approved financial support on the following cost items:
  - Airfare
  - Settling Allowance (one-time payment of up to USD2,000)
  - Tuition
  - Health insurance
  - Living allowance (Up to USD1,300 per month. This amount can be increased by 25%, USD 1,625, if the student travels with family)
  - Text books and computer allowance (maximum USD2,000 per year)
  - Debtors insurance

COLFUTURO provides each beneficiary with a sponsorship letter indicating the total amount of the loan-scholarship.

8. COLFUTURO clearly informs the beneficiaries, which of the above items are payable directly to them and to the universities or service providers.
9. COLFUTURO pays annual tuition and fees (and health insurance, when this is included as part of the University's fees) directly to the universities in two installments:

For those beneficiaries who begin their programs during the second semester of the year,

- First payment: November 15<sup>th</sup>, Student must submit the corresponding invoice to COLFUTURO not later than October 31<sup>st</sup>

- Second payment: March 15th, Student must submit the corresponding invoice to COLFUTURO not later than February 28th

For those beneficiaries entering during the first semester of the year, the payment scheme is vice-versa, first payment in March and second payment in November.

10. The students are responsible for obtaining financial resources to cover other costs (that are not included in this Loan-Scholarship agreement) related to their program of study.
11. The students have financial responsibility towards the University; COLFUTURO will pay on their behalf. After the final payment is made by COLFUTURO, any outstanding balance, including those resulting from exchange rate fluctuations, must be covered by the student.
12. Starting 2017, this loan turns into a partial scholarship when the student returns to Colombia and resides in the country for a pre-established period. In order to qualify for the scholarship the student must comply with all the requirements previously agreed with COLFUTURO. The scholarship is granted as follows: 20% for MBA programs and masters in the fields of administration and law, and 40% for masters in all other areas and all doctoral programs. Two additional 20% bonuses can be given as follows:
  - a. Beneficiaries who work full time in the public sector or as academic or researcher will receive 10% during the first year, 5% for the second year and 5% for the third year, to get up to 20%.
  - b. Beneficiaries who work in a city different from Bogotá or its metropolitan area will receive 10% during the first year, 5% for the second year and 5% for the third year, to get up to 20%.

The loan component must be paid by the beneficiary on a monthly basis, upon his or her return to Colombia, according to the established amortization period, which cannot exceed a 5-year term.

## Annex 2

### ESOS Act Requirements

The ESOS Act sets out the legal framework governing delivery of education to overseas students studying in Australia on a student visa.

1. ANU is subject to the provisions of the Education Services for Overseas Students Act 2000 (Cth) (the ESOS Act). The ESOS Act imposes certain requirements on ANU in relation to overseas students; including that ANU ensure that organizations with which it collaborates also complies with the ESOS Act provisions. This schedule sets out the provisions that ANU must ask COLFUTURO to comply with.
2. In recognition of the obligations that ANU has under Australian law, COLFUTURO agrees to:
  - 2.1. Perform its obligations under this Agreement observing the highest standards in honesty, quality of service and ethics and in accordance with the standards particularly described in paragraph 2.3 below;
  - 2.2. If ANU asks COLFUTURO to do so, give ANU any information that ANU considers reasonably necessary to assess and monitor COLFUTURO's credentials to act as the representative of ANU with respect to the provision of information to students. ANU may use or disclose that information to any person it reasonably considers necessary to allow it to check COLFUTURO properly. However, ANU will not use that information for any other purpose;
  - 2.3. Abide by the Code. COLFUTURO agrees that it has read and understood the Code and has already familiarized itself with the content of the Code. ANU undertakes to notify COLFUTURO of any changes to the Code and COLFUTURO will be bound by those changes. Specifically, COLFUTURO makes the following undertakings:
    - 2.3.1. To market the ANU Program with integrity and accuracy;
    - 2.3.2. To provide full, free and accurate information about ANU, its Program and facilities, based only on official information that ANU provides to it;
    - 2.3.3. To recruit and select students in an honest, ethical and responsible manner;
    - 2.3.4. To ensure that all necessary evidence and documentation accompanies a prospective student's application or acceptance of offer;
    - 2.3.5. To advise prospective students that they are required to provide to ANU accurate contact details, including updates of these details as necessary;
    - 2.3.6. Not to publish information that is misleading, inaccurate or damaging about ANU or another tertiary institution;
    - 2.3.7. Not to guarantee or imply the availability of any employment in Australia to a prospective students while they are enrolled with ANU;
    - 2.3.8. Not to guarantee or imply immigration or residency opportunities for prospective students while studying or after graduation in Australia;
    - 2.3.9. To inform prospective students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis;
    - 2.3.10. To provide to prospective students comprehensive and accurate information about living costs in Australia;
    - 2.3.11. To represent itself and ANU in a way that upholds the dignity and reputation of both parties;

- 2.3.12. To accept no inducement for and make no promises about attending ANU;
  - 2.3.13. Where any prospective student does not meet ANU admission standards to promptly advise them that they do not; and
  - 2.3.14. Not to charge directly or indirectly any fee to students or any other person for the selection services or activities connected with the Program without first seeking written permission from ANU.
3. The ANU undertakes to notify COLFUTURO of any changes to the Code and the Parties agree to amend this Schedule from time to time to include such of those changes which are, in the opinion of ANU, relevant to this Agreement, with which COLFUTURO must comply.

For the purposes of this Agreement:

'Code' means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the Australian legislation called Education Services for Overseas Students Act 2000. 'Prospective student' means a person who seeks to apply to become a student of the ANU.