



SPONSOR PARTNER FEE AGREEMENT

BETWEEN

LA FUNDACIÓN PARA EL FUTURO DE COLOMBIA (COLFUTURO), COLOMBIA

AND

THE UNIVERSITY OF SYDNEY

FOR THE

JOINT GRADUATE LOAN SCHOLARSHIP PROGRAM

PARTIES

LA FUNDACIÓN PARA EL FUTURO DE COLOMBIA (COLFUTURO), Colombia, with a registered address at **Carrera 15 #37-15 Bogotá, Colombia** (herein referred to as the **Sponsor Partner** or **COLFUTURO**)

and

THE UNIVERSITY OF SYDNEY, ABN 15 211 513 464, CRICOS Provider Number 00026A, an institution established and governed by the *University of Sydney Act 1989* (NSW), located at Camperdown, in New South Wales, 2006, Australia (herein referred to as the **University**).

1. BACKGROUND

- 1.1 The University is a world-class Australian teaching and research university.
- 1.2 The Sponsor Partner is a non-profit foundation whose main objective is to provide financial support and increase the possibilities of Colombian citizens to access high-quality postgraduate study programs.
- 1.3 The Sponsor Partners administers a graduate loan program aimed at providing financial support to talented Colombian students wishing to undertake master's or doctorate studies in the best universities abroad (herein referred to as the **Loan Scholarship**).
- 1.4 The University and the Sponsor Partner wish to enter into this Agreement aimed at providing financial support to selected newly commencing international students wishing to undertake approved studies at the University (herein referred to as the **Joint Graduate Loan Scholarship Program**).
- 1.5 Pursuant to this Agreement, eligible students supported by the Sponsor Partner will be eligible for the sponsor partner fee rate (**SPF**).

2. DEFINITIONS

In this Agreement:

Agreement means this Sponsor Fee Agreement;

OSHC means overseas health cover insurance;

SSAF means the University's Student Services Amenities Fee; and

SPF means the University sponsor partner fee rate detailed in clause 5.

3. PREVIOUS AGREEMENT

- 3.1 This Agreement replaces and supersedes a previous sponsored student scholarship agreement between the parties dated 10 November 2021 (**Previous Agreement**) with the effect from the commencement date of this Agreement.
- 3.2 The parties agree that any students already enrolled at the University pursuant to the Previous Agreement will:
 - (a) continue to be governed by the terms of the Previous Agreement; and
 - (b) not be eligible for the SPF under this Agreement.
- 3.3 This Agreement will only apply to students who commence at the University during the term of this Agreement.

4. JOINT GRADUATE LOAN-SCHOLARSHIP PROGRAM

- 4.1 The Joint Graduate Loan-Scholarship Program will operate as follows:
 - (a) Prospective students will seek admission to a postgraduate degree program at the University (either postgraduate coursework, or postgraduate research), and will be subject to the University's academic eligibility, admission, and enrolment requirements (including English language proficiency, qualifications, and experience requirements).
 - (b) The University will make the final decisions about entry into a University award course, and the University may reject any applicant who does not satisfy admissions criteria.
 - (c) Neither party will unlawfully reject an applicant on the grounds of gender, race (including colour, descent or nationality), disability, age, sexual preference or orientation, marital status, pregnancy,

family or carer’s responsibility, social origin, political belief or religious belief.

- (d) The Sponsor Partner will provide the University with written confirmation of any student supported by the Sponsor Partner in accordance with this Agreement (**Financial Guarantee Letter**). Each Financial Guarantee Letter will include:
 - (i) the student’s name and date of birth;
 - (ii) the amount to be paid as tuition by the Sponsor Partner directly to the University each year;
 - (iii) the contact person(s) for the Sponsor Partner for invoicing and other administrative matters; and
 - (iv) confirmation of whether the Sponsor Partner will be responsible for OSHC and SSAF.
- (e) Each sponsored student is required to abide by the University’s rules, policies and procedures for the duration of their study at the University, as well as any terms and conditions published by the University that govern the SPF.
- (f) Funding arrangements are set out at clause 5 below. The selection of candidates and the application process are set out in Schedule 2. Invoicing arrangements are set out in Schedule 3.

5. FUNDING ARRANGEMENTS

5.1 If the conditions of this Agreement are met, the Joint Graduate Loan-Scholarship Program will be funded, and disbursed by each party as follows:

Subject Matter	Party responsible	Amount	Payment Schedule (Mode and Period of Payment)
The University tuition contribution	the University	The University will provide a 30 percent tuition contribution towards the student’s tuition fee for the duration of their approved course..	No payment will be made directly to the student. The University’s contribution will be reflected in a student’s unconditional offer which will reduce the overall tuition fee liability.
COLFUTURO Loan-Scholarship	COLFUTURO	Maximum of USD50,000	For University tuition (and OSHC and SSAF, if confirmed in Schedule 2): COLFUTURO will make annual tuition payments directly to the University in two tranches: March 15 th and November 15 th For other costs (living allowance, airfare, textbooks etc.): COLFUTURO will make payments directly to students.

- 5.2 The SPF applies to postgraduate (coursework) and postgraduate (research) award courses, but does not apply to Master of Business Administration (MBA), Executive MBA (EMBA), study abroad programs, executive education programs, courses offered in distance mode, or any Law dual degree programs at the University. The SPF is not available in conjunction with the Sydney International Student Award (**SISA**).
- 5.3 The Sponsor Partner will be responsible for paying tuition fees for sponsored students.
- 5.4 If requested by the Sponsor Partner and confirmed in Schedule 3, the Sponsor Partner will also be responsible for OSHC and SSAF.
- 5.5 Details of any additional financial support provided by the Sponsor Partner to sponsored students (separate from tuition fees, OSHC or SSAF) is outlined in Schedule 3. This information is provided for the purpose of clarity, and does not form part of the Agreement between the University and the Sponsor Partner).
- 5.6 Except as provided in this clause 5, or noted in Schedule 3, any other costs or expenses associated with living and studying in Australia will be the responsibility of individual students.

6. CANCELLATION OR DISCONTINUATION OF JOINT GRADUATE LOAN SCHOLARSHIP PROGRAM

- 6.1 The University is entitled to withdraw the SPF from any sponsored student who:
- (a) does not adhere to the University's rules, policies, or procedures;
 - (b) does not meet and comply with the entry and continuing visa requirements of Australia;
 - (c) during their study at the University, becomes an Australian or New Zealand citizen, or a permanent resident of Australia; or
 - (d) is no longer supported by the Sponsor Partner.
- 6.2 If the Sponsor Partner intends to discontinue the financial support of a sponsored student, the Sponsor Partner must give two (2) months' written notice to the University and to that student.
- 6.3 Subject to clause 6.2, if the Sponsor Partner discontinues the Loan Scholarship of a student, that student will only be allowed to continue their course at the University if they arrange finance from another source for the subsequent costs associated with living and studying in Australia.
- 6.4 The University and the Sponsor Partner will advise students of the terms of this clause 6.

7. MARKETING AND ESOS FRAMEWORK

- 7.1 The Sponsor Partner and the University will promote the Joint Graduate Loan-Scholarship Program to prospective students from Colombia.
- 7.2 By entering into this Agreement, the Sponsor Partner also agrees to organise scheduled information sessions and other opportunities for the University to promote its courses to prospective students, usually at no additional cost to the University. In case there is a cost, it will be the University's decision whether to participate in the activity or not.
- 7.3 The Sponsor Partner agrees to make any reasonable changes to any of its advertising material that refers to the Joint Graduate Loan-Scholarship Program, if requested by the University, so as to ensure that the Joint Graduate Loan-Scholarship Program and the roles of the parties are accurately reflected.
- 7.4 Each party agrees to not use any name, logo, registered or unregistered trademark, design, or crest of the other party without the prior written consent of the other party for the particular use.
- 7.5 Australian law requires providers of education and training courses to overseas students, to comply with the Education Services for Overseas Students Act 2000 (Cth) and its associated legislative framework (together, the **ESOS Framework**).
- 7.6 The University is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (**CRICOS**). The University's CRICOS number is 00026A.
- 7.7 The Sponsor Partner acknowledges that the University must comply with the ESOS Framework and agrees that it will:
- (a) clearly identify the University of Sydney's CRICOS number in written marketing and other material provided by the Sponsor Partner to its prospective students (including material in electronic form);
 - (b) not give false or misleading information or advice in relation to this Agreement;
 - (c) only use promotional material provided or endorsed by the University, and not modify any written material or documents provided by the University without prior permission from the University; and,
 - (d) promptly provide any information or assistance reasonably required by the University to enable the University to meet its obligations or seek any approvals under the ESOS Framework.

8. TERM AND TERMINATION

- 8.1 This Agreement will come into effect on the date of its last signature by the undersigned representatives of each party and shall remain in force until 31 December 2027, unless earlier terminated pursuant to this clause 8.
- 8.2 Either party may terminate this Agreement at any time, or for any reason, by giving the other party twelve (12) months' written notice.
- 8.3 This Agreement may be terminated immediately if there has been a material breach by one party and that party fails to rectify the breach within twenty-one (21) days of being given written notice of the nature

of the breach and being requested to rectify the breach.

- 8.4 If this Agreement expires or is terminated, the SPF arrangement will no longer apply. However, the parties agree to continue to provide the financial and other support detailed in this Agreement to students already enrolled at the University under this Agreement at the date of expiry or termination, for the duration of a student's current course.
- 8.5 On termination of this Agreement the parties are released from the obligations to continue to perform the Agreement except those obligations in clauses 7.5 to 7.7 (ESOS Framework), 8.4 (Funding after Termination of Agreement), 9 (Disputes), 10 (Privacy and Personal Information), 11 (Confidential Information) and any other obligations that, by their nature, survive termination.

9. DISPUTES

- 9.1 The parties will, without delay and in good faith, attempt to resolve any dispute, controversy, or claim that arises out of, relating to, or in connection with this Agreement, or any questions regarding its existence, validity, or termination (a **Dispute**).
- 9.2 The parties will attempt to resolve any Dispute in accordance with the following procedure:
- (a) The party that considers that a Dispute to be resolved exists will notify the other party that a Dispute has arisen, provide details of its nature, and refer the Dispute to senior officers of each of the parties for resolution (**Senior Officers**).
 - (b) If these Senior Officers of the parties are not able to resolve the Dispute within sixty (60) days of the date of that the other party was initially notified about the Dispute to the other party, or within some other period that the parties have agreed to in writing, the Dispute must be resolved through arbitration.
- 9.3 Clauses 9 and 9.2 do not prejudice the right of either party to apply to a court for injunctive, provisional, conservatory, or other interim or emergency relief. Any such application to a court will not constitute a waiver of either party's right to engage in the procedure set out in Clause 9.2 of this Agreement.

10. PRIVACY AND PERSONAL INFORMATION

- 10.1 The University is bound by the Privacy and Personal Information Protection Act 1998 (NSW) (the **PPIP Act**). If this Agreement requires disclosure of any personal information (as defined by in Part 1, Section 4 of the PPIP Act), that is held by the University, then the Sponsor Partner:
- (a) will only use someone's personal information for the purpose of performing its obligations under this Agreement, unless the person has given their written consent for some other use of their personal information;
 - (b) will act in compliance with the associated requirements which the University has communicated to the Sponsor Partner concerning the use, storage, or security of that personal information; and
 - (c) will only disclose that such personal information to its officers and employees:
 - (d) who have a need for the information for the purposes of implementing this Agreement, and only to the extent that each has such a need; and
 - (e) who before such disclosure, have been directed by the Sponsor Partner to keep any such personal information confidential.
- 10.2 The PPIP Act may, in certain cases, completely restrict the transfer of personal information between the University and the Sponsor Partner. the University will inform the Sponsor Partner if any such case occurs.

11. CONFIDENTIAL INFORMATION

- 11.1 Each party (**recipient**) must keep any commercial or sensitive information or data that is disclosed to it (**Confidential Information**) by the other party (**discloser**) confidential and the recipient must not deal with such information in any way that might prejudice its confidentiality. These obligations continue indefinitely beyond the end of this Agreement. They do not, however, extend to disclosures:
- (a) which are required by law (including the Government Information (Public Access) Act 2009 (NSW)); and
 - (b) to a recipient's officer or employee, to the extent that the need for a disclosure exists:

- (i) when disclosure of such confidential information to that person is necessary for the purposes of implementing this Agreement; and
- (ii) when before such disclosure, the officer or employee has been directed by the recipient to keep any such that Confidential Information strictly confidential.

11.2 A recipient may only use the Confidential Information received from the discloser to act in accordance with the recipient's rights and obligations as set out in this Agreement, or for other purposes necessary to facilitate under the implementation of this Agreement.

11.3 To the extent permitted by law, at the end of the term of this Agreement or if it is terminated earlier, if the discloser requests that the recipient immediately destroy or return to the discloser any documents or other material containing Confidential Information furnished by the discloser which are in the possession of the recipient, or which are within the recipient's jurisdiction or control, then the recipient must comply with the request.

12. COMBATting EXPLOITATION

12.1 The parties are committed to taking action against Exploitation. If a party identifies that Exploitation is occurring, or there is a risk it may occur, in an activity associated with performing this Agreement, that party must promptly notify the other party in writing of the details of the Exploitation. To the extent it is within their control each party must take reasonable action to address the Exploitation or risk of Exploitation.

12.2 In this clause **Exploitation** means undermining or depriving a person of their liberty for commercial or personal gain and includes human trafficking, slavery, servitude, forced labour (including child labour), debt bondage, deceptive recruiting for labour or services and sexual exploitation, abuse or harassment.

13. GENERAL

13.1 The individuals responsible for coordinating the implementation of this Agreement are set out in Schedule 1. Any required changes to Schedule 1 will be notified to the other party in writing.

13.2 This Agreement constitutes the entire agreement of the parties about its subject matter and it supersedes all previous agreements, understandings, and negotiations about that subject matter.

13.3 In the event of any inconsistency between the body of this Agreement and any Schedule, the body of this Agreement will take precedence and both parties will discuss in good faith any required updates to a Schedule to resolve the inconsistency.

13.4 This Agreement and any Schedule to it may be amended, modified, extended or renewed only with the written consent of both Institutions.

13.5 A failure to exercise a right under this Agreement, or any delay exercising such a right that arises from a breach of this Agreement does not constitute a waiver of that right.

13.6 Except as expressly set out in this Agreement, neither party has any authority to bind or act for the other party.

13.7 If any part of this Agreement later becomes unenforceable, then:

- (a) those unenforceable terms parts will be deleted from this Agreement with the prior written consent of each party; and
- (b) the rest of this Agreement will continue to have full effect.

13.8 This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.

13.9 Either party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.

13.10 Neither party is liable for any breach of its obligations under this Agreement that occurs as a result of a force majeure event, provided that the party affected takes reasonable steps to reduce any effects of the event and promptly notifies the other party.

13.11 The parties agree that this Agreement and all documents related to it must be written in English. If an attached document was originally in another language, it will be accompanied by an English translation.

13.12 Each party must comply with all applicable laws, rules and regulations when negotiating, entering into or giving effect to this Agreement including obtaining any required governmental approvals.

13.13 In this Agreement:

- (a) a reference to a party includes, where appropriate, that party's officers, employees, suppliers, or agents;
- (b) references to the singular may include the plural and vice versa;
- (c) references to person or individuals include:
 - (i) that person's successors, administrators, executors, and assignees; and
 - (ii) a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (d) the words "include", "including" are not used as, nor are they to be interpreted as, words of limitation;
- (e) a reference to any law includes any subsequent amendment to, or replacement of that law; and
- (f) a reference to a clause or a Schedule is a reference to a clause in, or a schedule to, this Agreement.

Signed as an agreement

<p>Signed for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:</p>	<p>Signed for and on behalf of FUNDACIÓN PARA EL FUTURO DE COLOMBIA (COLFUTURO) by its duly authorised representative:</p>
<p> </p> <hr/> <p>Ms. Kirsten Andrews <i>Vice-President (External Engagement)</i></p> <p>Date: <u>6 December 2024</u></p>	<p> 36A639907FE24B1...</p> <hr/> <p>Jerónimo Castro Jaramillo <i>Executive Director</i></p> <p> 36A639907FE24B1...</p> <p>Date: _____</p>

**SCHEDULE 1
RESPONSIBLE OFFICERS AND CONTACT DETAILS**

The University of Sydney	Fundación Para El Futuro De Colombia (COLFUTURO)
<p>Relationship Manager</p> <p>Thommy Gatling Head of International Partnerships and Development Sydney Future Students Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: + 61 2 8627 8326 Email: international.sponsor@sydney.edu.au</p>	<p>Relationship Manager</p> <p>Johanna Torres Director Academic Advising Program Fundación para el Futuro de Colombia Tel: (57)1 3405394 Ext. 124 Email: johanna.torres@colfuturo.org</p>
<p>Finance Matters (Invoices and Payments)</p> <p>Dayashi Mudunkothge Manager, Student Fees Student Administration Services Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: +61 2 8627 8240 Email: dayashi.mudun@sydney.edu.au</p>	<p>Finance Matters (Invoices and Payments)</p> <p>Maria Lut Siza Pinto Director Loan-Scholarship Program Fundación para el Futuro de Colombia Tel: (57)1 3405394 Ext. 129 Email: marialut.siza@colfuturo.org</p>

SCHEDULE 2 APPLICATION AND SELECTION PROCESS

- (a) To be eligible for the SPF arrangement, an applicant must not have already commenced or completed a course at the University.
- (b) Applicants wishing to be considered for the SPF arrangement must first have secured an offer from the University and meet all requirements set by COLFUTURO.
- (c) COLFUTURO's selection process for the Loan-Scholarship Program is done yearly. Applicants must comply with documentary requirements when the on-line application becomes available from January and up until 28 February each year. Results are published by COLFUTURO in mid-May of each year. These dates may change each call.
- (d) COLFUTURO will issue a Financial Guarantee Letter to each of its chosen candidates for the SPF arrangement, and send a copy of the same to the University's Relationship Manager.
- (e) In order to receive an updated offer that reflects the SPF rate, the applicant must accept the original offer, and upload the Financial Guarantee Letter to the University's online application platform Sydney Student during the acceptance process.
- (f) The University will then issue an updated offer which includes the SPF rate. The new offer will automatically supersede the previous offer(s).
- (g) Applicants can then accept the offer, and will not need to pay a commencement fee. COLFUTURO cannot accept an offer on behalf of an applicant.

SCHEDULE 3 INVOICING ARRANGEMENTS AND PAYMENT SCHEME

1. COLFUTURO’s financing system consists of a Loan-Scholarship of up to USD50,000 for a maximum financing period of two years.
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. 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, then decides on the allocation of this Loan-Scholarship taking into account the maximum amounts mentioned in item 1. As a general rule, the beneficiary can allocate approved financial support on the following cost items:
 - a. Airfare
 - b. Settling Allowance (one-time payment of up to USD2,000)
 - c. Tuition
 - d. Health insurance
 - e. Living allowance (Up to USD2,000 per month)
 - f. Textbooks and computer allowance (maximum USD2,000 per year)
 - g. Debtors insurance
5. COLFUTURO will clearly inform beneficiaries, which of the above items are payable directly to beneficiaries, and which will be payable to the University or other service provider.

Invoicing Arrangements:

6. As a default position, unless otherwise confirmed to the University by a beneficiary or COLFUTURO, the University will invoice COLFUTURO for the following:

Subject matter	University to invoice COLFUTURO?
Tuition	YES
Overseas Health Cover Insurance (OSHC)	YES
Student Services and Amenities Fee (SSAF)	YES

7. The University will invoice the Sponsor Partner twice a year for tuition fees, with each invoice to cover all or part of the Sponsor Partner’s students enrolled at the University in that semester:
 - a. Semester One invoice to be sent to Sponsor Partner no later than 30 April; and
 - b. Semester Two invoice to be sent to Sponsor Partner no later than 30 September.
8. COLFUTURO’s Loan-Scholarship is granted in US Dollars. All payments to beneficiaries are made in US Dollars. However, all payments to the University will be made in Australian dollars. COLFUTURO beneficiaries will assume any discrepancy arising from foreign exchange fluctuations between the US Dollar amount and the amount in Australian dollars owed to the University for tuition fees.
9. COLFUTURO will pay annual tuition fees directly to the University in two installments, being 15 November and 15 March, each year.