



SPONSORSHIP AGREEMENT

Between

THE UNIVERSITY OF NEW SOUTH WALES

and

COLFUTURO

AGREEMENT DETAILS

UNSW details	Name:	The University of New South Wales	
	ABN:	57 195 873 179	
	Address:	UNSW Sydney NSW 2052, Australia	
	Short form name	UNSW	
	UNSW Representative	Name	Pete Ryan
		Position	Head of International Recruitment
		Email	pete.ryan@unsw.edu.au
		Phone	+61402320873
Sponsor details	Name:	COLFUTURO	
	ABN:	N/A	
	Address:	Carrera 15 #37-15 Bogotá, Colombia	
	Short form name	Sponsor	
	Sponsor Representative	Name	Jerónimo Castro Jaramillo
		Position	Executive Director
		Email	jeronimo.castro@colfuturo.org
		Phone	+5713405394

BACKGROUND

- A The parties share an interest in strengthening bilateral cooperation in the field of education.
- B In order to promote stronger ties between the parties and increase financial support available to students of the Sponsor's country, the Sponsor has agreed to sponsor students from its home country to study at UNSW.
- C This Agreement records the terms of the Sponsorship and consists of the Sponsorship Schedule setting out the variable details of the Sponsorship, and the Sponsorship Terms.

SPONSORSHIP SCHEDULE

1.	Sponsorship	Purpose	The Sponsor wishes to sponsor students from its home country to study at UNSW.
		Details	The Sponsor has agreed to pay the fees and costs outlined in the student's sponsorship letter.
2.	Term	Start Date	07/January/2025
		End Date	31/December/ 2026
3.	Sponsorship Benefits	<ul style="list-style-type: none"> • Prioritised application processing for postgraduate coursework programs: 4 weeks • Annual virtual meeting with UNSW leadership representatives • Bi-annual student performance update • Awardees invited to Sponsored Student Reception • Waiving of application fee (currently AUD 150) • 15% of tuition fee remission for postgraduate coursework programs to all eligible applicants, for the full duration of the program • 2 x 100% full scholarships for PhD programs annually 	

AGREEMENT EXECUTED

Signed for and on behalf of UNSW

Signed for and on behalf of the Sponsor

Name of Authorised Representative Pete Ryan

Name of Authorised Representative Jerónimo Castro J.

Position Head of International

Position Executive Director

Signature

← Signed by:
Pete Ryan
0580EA50CFB1488...

Signature▶

← DocuSigned by:
Jerónimo Castro
36A639907FE24B1...

Date signed 18-Feb-2025 | 18:09 SAPST

Date signed 14-Feb-2025 | 09:33 SAPST

SPONSORSHIP TERMS

1 Definitions and Interpretation

In this Agreement, capitalised terms have the meanings given to them in the Agreement Details, Sponsorship Schedule, or Scholarship Terms. Any other capitalised term has the meaning given to it below:

- (a) **Confidential Information** means any information (in any form) provided to by a party (**Discloser**) in connection with the Sponsorship that:
 - (i) is marked as or confirmed by the Discloser in writing (for oral disclosure) to be confidential;
 - (ii) the Recipient knows or ought reasonably to know is confidential; or
 - (iii) is by its nature confidential,
 but does not include Excluded Information.
- (b) **Excluded Information** means information that:
 - (i) is wholly in the public domain other than due to a breach of this Agreement;
 - (ii) was known by the Recipient at the time of disclosure by the Discloser or is subsequently disclosed to the Recipient by someone other than the Discloser and the information was not acquired directly or indirectly through a breach of this Agreement or any other obligation of confidentiality; or
 - (iii) is independently developed by the Recipient without any reference or reliance on, or because of the disclosure of the confidential information by the Discloser.
- (c) **Insolvency Related Event** means going into liquidation, having a receiver, receiver and manager, administrator or similar person appointed, entering into a scheme of arrangement with creditors or being unable to pay debts as and when they fall due.
- (d) **Party Representative** means each of the UNSW Representative and Sponsor Representative.
- (e) **Personnel** of a party, means the officers, employees, agents and contractors of that party.

2 Sponsorship Overview

- (a) Students who:
 - (i) receive an offer from UNSW; and
 - (ii) can provide:
 - (A) a valid sponsorship letter from an eligible sponsor; and
 - (B) a completed international sponsored students agreement form,
 may apply to become sponsored students.
- (b) The Sponsor acknowledges that it may request updates on the student's progression in the form of academic transcripts directly from the student after the academic results release date for that term.

3 Admission Criteria

- (a) Students applying to UNSW must meet the entry requirements of the relevant program.
- (b) Eligibility will be assessed by the admissions office in line with UNSW's admissions guidelines.
- (c) Notwithstanding any other provision in this Agreement, UNSW is responsible for, and has absolute discretion over, admitting students to UNSW degrees at UNSW, and reserves the right to refuse to admit applicants when considered appropriate (for example, for a

lack of qualification, skill or language proficiency), and to suspend or exclude students from completing their studies under this Agreement (for example, in cases of fraud or where UNSW becomes aware that the admission criteria were not satisfied).

- (d) Admission eligibility includes evidence that the student's English language ability meets the UNSW requirement for admission. As at the date of this agreement, these requirements are available on the UNSW website at <https://www.unsw.edu.au/english-requirements-policy>.

4 Admission Arrangements

- (a) The Sponsor acknowledges that it is the responsibility of individual students to ensure that all documentation pertaining to entry to UNSW has been completed and submitted.
- (b) The Sponsor acknowledges that it is the responsibility of individual students to ensure they understand the application procedures for international students applying to UNSW. As at the date of this agreement, these requirements are available on the UNSW website at <http://www.international.unsw.edu.au/apply>.
- (c) The Sponsor further acknowledges that applications need to be submitted by the application deadlines advised by UNSW, which may vary from time to time. UNSW will, through the admissions office, send a standard offer to suitable candidates after receipt and assessment of the student's application forms. The Sponsor acknowledges that students wishing to study at UNSW must accept the offer and submit the documents through the sponsored student portal within the required time period (as may be updated from time to time). As at the date of this agreement, sponsored student portal is available at <https://unsw.to/sponsoredstudentsacceptance>.
- (d) The Sponsor agrees not to charge directly or indirectly any fee to students or any other person for the selection services or activities connected with this Agreement without first seeking UNSW's written permission.

5 Sponsor Requirements

- (a) The Sponsor must provide UNSW with a valid sponsorship letter in respect of each sponsored student.
- (b) The student's sponsorship letter must match the student's letter of offer and must include the following details as a minimum:
 - (i) the Sponsor's name and contact details;
 - (ii) the student's name;
 - (iii) the name of the relevant university (i.e. UNSW Sydney);
 - (iv) the course name;
 - (v) the sponsorship details (i.e. details of the fees or costs to be met by the Sponsor, for example, tuition fees, overseas student health cover, living stipend, air travel, book allowance etc.);
 - (vi) the signature of the Sponsor's authorised representative and date of signing; and
 - (vii) the sponsorship duration (while the inclusion of a start date and an end date is recommended, it is not mandatory).

6 Visa Arrangements

- (a) The parties agree that students are responsible for their own visa applications.
- (b) UNSW will issue an electronic confirmation of enrolment along with the relevant visa forms directly to the sponsored student where that student:
 - (i) accepts an offer of a place at UNSW; and
 - (ii) provides the required sponsored student documents as set out in clause 2.

7 Tuition Fees and Enrolment Status

- (a) Tuition fees and other program fees are set by UNSW and published on the UNSW website. Any special pricing offered by UNSW to the Sponsor are detailed in Agreement Details under Sponsorship Benefits.
- (b) Unless otherwise stated in the student's sponsorship letter as being paid by the Sponsor, all other costs or expenses associated with living and studying in Australia are the responsibility of individual students.
- (c) 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 instalments.

For those beneficiaries who begin their programs during the first semester of the year:

- (i) First payment: On March 15th, to cover tuition fees of Term 1 of the UNSW Academic Calendar. Student must submit the corresponding invoice to COLFUTURO before February 28th.
- (ii) Second payment: November 15th, to cover tuition fees of Term 2 and Term 3 of the UNSW Academic Calendar. Student must submit the corresponding invoice to COLFUTURO no later than October 31st.

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

- (d) The Sponsor acknowledges and agrees that it is the responsibility of the student to notify the Sponsor of their enrolment status, including whether they are under-enrolled, have withdrawn from their program early, or are taking program leave.
- (e) To assist with monitoring student progression, UNSW will provide official transcripts to sponsored students for the student to provide to the Sponsor upon request as detailed in clause 2.

8 Orientation and accommodation

- (a) The Sponsor agrees to strongly recommend that sponsored students attend the academic orientation program at UNSW, which provides students with information on:
 - (i) UNSW, its administration, and services,
 - (ii) getting to know Australia and its learning culture,
 - (iii) how to live within your budget, and
 - (iv) finding accommodation and other similar topics.
- (b) The Sponsor acknowledges that on-campus accommodation at UNSW is very competitive and agrees to inform students that they should apply for university accommodation as soon as possible. The Sponsor further acknowledges that finding accommodation is the responsibility of the student and that UNSW cannot guarantee on-campus accommodation for students covered under this Agreement.

9 Communication

- (a) The UNSW Representative and Sponsor Representative will be the point of contact for this Agreement. Any change to the Party Representatives will be notified by the relevant party to the other party in writing.
- (b) Service requests, such as the provision of academic transcripts, can be submitted via the UNSW partner service request portal. Other communication will generally be by email or other appropriate means as and when required.

10 Compliance with Laws

- (a) Each party will comply with all applicable laws and regulations to the extent they relate to the Sponsorship.

- (b) The Sponsor acknowledges that:
 - (i) 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 Providers of Education and Training to Overseas Students 2018 (**National Code**) which is made pursuant to the ESOS Act; and
 - (ii) UNSW is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) – provider code 00098G.
- (c) The Sponsor agrees to advertise and promote the sponsorship arrangement under this Agreement in accordance with the obligations imposed on UNSW under the ESOS Act and National Code.

11 Extension or Cancellation of Sponsorship

- (a) In the event that the Sponsor wishes to extend a student's sponsorship beyond the agreed duration, UNSW will require a new sponsorship letter be provided to cover the extended program duration.
- (b) In the event that the Sponsor wishes to cancel a student's sponsorship, the Sponsor must provide written notification to UNSW that a student's sponsorship has been cancelled. This notification must be received by UNSW's sponsored students' team in advance of census date for the term, otherwise tuition fees will be billable to the Sponsor.
- (c) If the Sponsor discontinues the sponsorship of a student, that student will only be allowed to continue their degree at UNSW if they arrange finance from another source for the costs associated with living and studying in Australia. Unless an alternative sponsorship is found, the student will continue their program as a fee-paying international student, with all the associated rights and responsibilities of a fee-paying international student. If the student is unable to finance the remainder of their study at UNSW, their enrolment may be discontinued and their student visa cancelled.

12 Confidentiality

Each party (**Recipient**):

- (a) must keep the Confidential Information of the other party (**Discloser**) confidential and not disclose it to any person except as allowed under this clause 12 without the prior written consent of the Discloser;
- (b) must apply appropriate technical and physical safeguards to preserve and protect the security, integrity and confidentiality of the Discloser's Confidential Information; and
- (c) may disclose the Confidential Information:
 - (i) to its Personnel with a need to know (and to the extent they need to know) to give effect to the Sponsorship;
 - (ii) if required in connection with legal proceedings relating to this Agreement; or
 - (iii) if required by law or the rules of any stock exchange.

13 Privacy and Data Protection

- (a) Each party will:
 - (i) ensure that personal information collected for the purpose of facilitating and administering the Sponsorship under this Agreement is protected, by taking such security safeguards as are reasonable in the circumstances, against loss, unauthorised access, use, modification, or disclosure, and against all other misuse; and
 - (ii) not disclose personal information for a purpose other than that set out in this Agreement without the written consent of the individual to whom the personal information relates unless otherwise required or authorised by law.

- (b) Both parties agree to:
 - (i) comply with the relevant laws, principles, codes and policies relating to the collection, use, disclosure, storage and access to personal information (**Privacy Laws**);
 - (ii) not to do anything with any personal information it receives or holds that will cause the other party to be in breach of any Privacy Laws; and
 - (iii) to assist and co-operate with the other party in resolving any complaints made under any Privacy Laws.
- (c) To enable UNSW to comply with relevant legal requirements and UNSW policies, the Sponsor agrees and acknowledges that all sponsored students covered under this Agreement will be required to provide their consent to UNSW, in a form prescribed by UNSW, disclosing certain personal information so that UNSW may:
 - (i) disclose such information to the Sponsor in connection with this Agreement, if required; and
 - (ii) release such information to the Australian government as necessary to meet UNSW's obligations under laws relating to international students.
- (d) The Sponsor agrees and acknowledges that ongoing disclosure to UNSW by students seeking sponsorship under this Agreement, will be a condition of their acceptance by UNSW, and the student's failure to comply with relevant ongoing disclosure requirements will entitle UNSW to terminate the student's sponsorship under this Agreement. UNSW will ensure that it keeps its students informed of UNSW's requirements regarding disclosure of student information as set out in this clause and as otherwise notified by UNSW to the Sponsor from time to time.

14 Use of Names and Logos

- (a) Except as otherwise permitted in this Agreement or required under applicable law, neither party will, without prior written consent of the other party, use the name, trademark, logo or symbol of the other party in any published document, communication to students or prospective students, or at any event. Such consent may be given subject to conditions, including a requirement that the party seeking consent must comply with the other party's branding guidelines, but will not be unreasonably withheld.
- (b) All promotional and advertising material related to this Agreement must be submitted to the Party Representatives and approved by both parties before publication.

15 Intellectual Property Rights

- (a) The use of a party's (**First Party**) trade mark, logo or branding in accordance with clause 14 does not confer on the other party any ownership right in the First Party's trade marks, logo or branding.
- (b) If the Sponsor provides UNSW with any sponsorship material for use by UNSW in connection with the Sponsorship, the Sponsor:
 - (i) grants UNSW a non-exclusive, worldwide, sub-licensable, royalty and licence fee free licence to use that sponsorship material for purposes connected with the Sponsorship during the term of this Agreement; and
 - (ii) warrants that the use by UNSW of the sponsorship material and any of the Sponsor branding, logos or trade marks does not infringe the rights of any person.

16 Dispute Resolution

- (a) This clause 16 applies to any dispute which arises between the parties in connection with this agreement (**Dispute**). Each party must follow the dispute resolution process in this clause before it commences litigation or takes similar action, except to seek an urgent injunction or declaration.

- (b) If a Dispute arises between the parties in connection with this Agreement, the parties agree to refer the matter, in writing, to the Party Representatives who will meet (in person or by telephone or videoconference) and attempt to resolve the dispute in good faith.
- (c) If the dispute is not resolved within 30 days after the Dispute is referred to the Party Representatives, or such longer time that the parties may agree in writing, the dispute must be referred to senior representatives of each party or their delegates who have appropriate authority to resolve the dispute.

17 Australia's Foreign Relations (State and Territory Arrangements) Act 2020

- (a) Unless otherwise indicated, the terms used in this clause 17 have the meaning given to them in Australia's *Foreign Relations (State and Territory Arrangements) Act 2020* (the **Act**).
- (b) If UNSW reasonably determines that this Agreement is a "foreign arrangement" or "subsidiary arrangement" under the Act, then notwithstanding any other provision of this Agreement:
 - (i) UNSW may give a notice in respect of this Agreement to the Minister under the Act, and as a result information about this Agreement will appear on a publicly available Register.
 - (ii) If (whether or not UNSW has notified the Minister of this Agreement) the Minister makes a declaration under the Act in respect of this Agreement:
 - (A) UNSW may take all actions which UNSW reasonably determines to be necessary to ensure UNSW's compliance with the Act and with the declaration made under the Act (including ceasing to perform this Agreement in whole or in part); and
 - (B) the Sponsor must, at its own cost, promptly cooperate with UNSW to do all things reasonably necessary to give effect to the declaration and to the actions taken by UNSW as referred to in paragraph (b)(ii)(A) including, without limitation, negotiating in good faith with UNSW to enter into a variation required by the declaration.
- (c) UNSW will not be in breach of this Agreement and will not have any liability to the Sponsor or to any other person claiming through the Sponsor as a result of any actions referred to in paragraph (b)(ii)(A) or otherwise as a result of the declaration, including any failure to fulfill its obligations under this Agreement as a result of the declaration, and the Sponsor releases and discharges UNSW (and its officers, employees and agents) from any liability in connection with the actions taken by UNSW to comply with the Act.
- (d) The parties acknowledge and agree that if it is proposed to vary this Agreement, the above provisions will apply equally to the variation, as if references above to "this Agreement" were references to the variation agreement.

18 Termination

A party may terminate this Agreement by written notice to the other party (**Defaulting Party**) if:

- (a) the Defaulting Party commits a breach of this Agreement which is capable of remedy, and fails to remedy that breach within 30 days from the date the first party notifies the Defaulting Party of the breach;
- (b) the Defaulting Party commits a material breach of any of its obligations under this Agreement, which is not capable of remedy;
- (c) in the reasonable opinion of the terminating party, the Defaulting Party or its Personnel bring into disrepute or otherwise damages the name, image or reputation of the other party; or
- (d) the Defaulting Party suffers an Insolvency Related Event.

19 General

- (a) Each party warrants that its signatory has the authority to sign this Agreement on its behalf.
- (b) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- (c) The English version of this Agreement prevails over any translation of it in any other language to the extent of any inconsistency.
- (d) Any variation to this Agreement is not effective unless it is made in writing and signed by the parties to it.
- (e) A party must not assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- (f) Nothing in this Agreement may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary between the parties.
- (g) Any term of this Agreement, which is wholly or partially unenforceable, illegal or void is severed to the extent that it is void or unenforceable, and the rest of this Agreement is not affected and remains in force.
- (h) Clauses 12, 13 and 17 survive termination of this Agreement and any other clause intended by its nature to do so.
- (i) This Agreement may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.
- (j) The laws of New South Wales govern this Agreement and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.