



# **COLLABORATIVE AGREEMENT**

#### **BETWEEN**

## FUNDACIÓN PARA EL FUTURO DE COLOMBIA

### **AND**

### INTERNATIONAL COLLEGE OF MANAGEMENT SYDNEY

The Fundación para el Futuro de Colombia (COLFUTURO) and International College of Management Sydney (ICMS) (trading as Aspire English) share an interest in strengthening bilateral cooperation in the field of education between Colombia and Australia, promoting stronger ties between the two institutions to increase the administrative support and guidance available for English language 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 administrative support for talented students admitted to the COLFUTURO Language Program (LP) at ICMS (trading as Aspire English) held at ICMS campuses in Sydney, Australia.

The mutual cooperation will operate as follows:

- 1. Colombian students interested in learning or improving their English language skills will seek admission to the COLFUTURO Language Program. Once students have been admitted and decided they would like to study at ICMS (trading as Aspire English), COLFUTURO will support them in their admissions processes to the English programs offered by ICMS (trading as Aspire English) in reference, following the normal application procedures and meeting all the standard admission requirements (waiving the application fee) established by ICMS (trading as Aspire English).
- 2. Students admitted to the Language Program of COLFUTURO are responsible for the attainment of financial resources to cover their programs.
- 3. COLFUTURO will receive the students' payments in three different instalments and then make the international wire of the total cost of their program (one payment in full) directly Aspire English account which will have been previously determined. COLFUTURO will pay on the students' behalf before their programs have started. Some students may decide to pay other costs such as accommodation, meals plans, etc. directly to the ICMS (trading as Aspire English).
- 4. ICMS (trading as Aspire English) will invoice COLFUTURO directly for each of the students admitted. The invoices will be prepared separately for each of our individual students and will have a breakdown for every item.
- 5. ICMS (trading as Aspire English) will provide a partial bursary of a discounted fee at AUD\$179 in the value of tuition for any open enrolment English program at ICMS (trading as Aspire English) to every student sent by the Language Program of COLFUTURO. This benefit will be maintained and/or extended for the time the student decides to study at ICMS (trading as Aspire English).

- 6. ICMS (trading as Aspire English) will offer one full tuition bursary each year for an English program enrolment for 40 weeks referred by COLFUTURO.
- 7. COLFUTURO will provide administrative support and guidance to the students with their admissions and visa processes. COLFUTURO will promote ICMS (trading as Aspire English) open enrolment English programs at ICMS (trading as Aspire English) centres mentioned above and the benefits agreed to by this mutual cooperation.
- 8. Each institution will designate a coordinator to implement and monitor this agreement. In particular, the designated coordinators will be responsible for ensuring that:
  - a. ICMS (trading as Aspire English) and COLFUTURO provide prospective Colombian Language Program students with information on their programs of interest and guidance on how to apply to ICMS (trading as Aspire English).
  - b. ICMS (trading as Aspire English) provides COLFUTURO with all the relevant promotional materials and brochures on the different English study programs offered by the institution mentioned to encourage interest among prospective Colombian students.
  - c. ICMS (trading as Aspire English) provides all Colombian students admitted to their English language programs information on the Language Program of COLFUTURO and encourages these students to contact and submit an application to COLFUTURO.
  - d. COLFUTURO informs ICMS (trading as Aspire English) of successful candidates by sending the application form of each student admitted to the Language Program of COLFUTURO. Furthermore, COLFUTURO will inform ICMS (trading as Aspire English) if students decide to postpone or withdraw from any programs.
  - e. 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 ICMS (trading as Aspire English):

Todd Palioca

Senior Vice President –

Domestic & International Development

e-mail: tpalioca@icms.edu.au Phone number: (61) 2 9466 1015 For COLFUTURO: Laura Trujillo

Languages Program Director

e-mail: laura.trujillo@colfuturo.org Phone number: (57)1 3405394 Ext. 123

- 10. Both institutions will promote the agreement to prospective Colombian English language students.
- 11. Representatives (including partners of Agreements) of ICMS (trading as Aspire English) must be compliant with the requirements as determined by the ESOS Act 2000 (as amended). As signatory to this document, COLFUTURO is considered to be a representative of ICMS. On entering this document, COLFUTURO agrees to comply with the following requirements.

COLFUTURO will comply with any applicable Australian and foreign laws to the extent they relate to dealings contemplated under this document between:

- a. COLFUTURO and a student or prospective student of ICMS; and
- b. ICMS and COLFUTURO;

COLFUTURO will comply with all other requirements notified by ICMS to the COLFUTURO from time to time which relate to ICMS' obligations under the

National Code 2018, the ESOS Act, ELICOS Standards 2018, Foundation Program Standards 2021, the TEQSA Act, the Higher Education Standards Framework (Threshold Standards) 2021 or any other Australian or foreign law, code or industry practice.

COLFUTURO will ensure that any marketing or promotional material relating to ICMS provided to a student, has been approved in writing by ICMS and discloses the appropriate ICMS registration and course details in a form approved by ICMS, such as but not limited to ICMS's CRICOS provider number and CRICOS course numbers.

This agreement shall remain in force from the date of signature by the designated representatives of each party and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement by providing at least thirty days prior written notice to the other party.

Rowan Courtney O'Connor CEO & President

Date: 06/10/2023

- DocuSigned by:

Jerónimo Castro Jaramillo
Executive Director, COLFUTURO

Date: