



**Collaborative Agreement**  
**Between**  
**Fundación para el Futuro de Colombia**  
**and**  
**Swinburne University of Technology**

The *Fundación para el Futuro de Colombia* (COLFUTURO) and Swinburne University of Technology (Swinburne) share an interest in strengthening bilateral cooperation in the field of education between Colombia and Australia.

This agreement aims to foster cooperation and enhance the links between the two institutions by providing shared financing for talented Colombian students admitted to graduate degree programs at Swinburne, 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 Swinburne (Master's by coursework), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by Swinburne.
2. Students applying or admitted to graduate degree programs offered by Swinburne will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
3. Students offered a place for full-time graduate studies at Swinburne and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible or considered for the shared financing under this agreement.
4. Swinburne will provide a 50% tuition fee scholarship for Masters by coursework degrees in the following disciplines (ICT, Engineering, Construction) to one eligible student per annum. In addition, if required to meet minimum English entry requirements for admission, Swinburne will offer a full scholarship for 10 weeks of EAP-ELICOS program.
5. Swinburne will offer this financial support for the standard course or candidature duration. For a Master's by coursework, the standard course duration is typically 2 years of full-time study.
6. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, per its policies and procedures, up to USD50,000 and up to two years.

7. 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. Swinburne and COLFUTURO provide prospective Colombian scholars with information on their programs.
  - b. Swinburne provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by Swinburne to encourage interest among prospective Colombian students.
  - c. Swinburne provides all Colombian students admitted to their graduate degree programs information on the Loan-Scholarship Program of COLFUTURO and encourages these students to contact and apply to COLFUTURO.
  - d. COLFUTURO informs Swinburne of successful candidates by sending the list of Colombian students admitted to Swinburne and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
  - e. Swinburne will select from the list mentioned in Numeral 8 item d, the student who will be granted the University scholarship mentioned in Numeral 4. The University will then inform COLFUTURO of this decision.
  - f. COLFUTURO provides Swinburne with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I). The designated coordinator of Swinburne ensures that relevant authorities of Swinburne (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
  - g. Both institutions make the necessary financial arrangements for confirmed scholars.
  - h. Both institutions have an 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:
 

<p>For Swinburne:          Saya Kudo          Program Coordinator, International Sponsors          skudo@swin.edu.au</p>	<p>For COLFUTURO:          Johanna Torres          Academic Advising Director          johanna.torres@colfuturo.org          (57)1 3405394 Ext. 124</p>
--	---
10. Both institutions will promote the agreement to prospective Colombian graduate students.
11. The institutions acknowledge that the Australia Education Services for Overseas Students Act 2000 ("**ESOS Act**") regulates the delivery of education services to international students by Australian educational institutions and establishes a National Code of Practice in respect of such educational services.
12. COLFUTURO acknowledges that Swinburne must comply with the Australian Government's Department of Foreign Affairs and Trade (**DFAT**)'s Preventing Sexual Exploitation, Abuse and Harassment (**PSEAH**) Policy and Child Protection Policy. Swinburne has an obligation to ensure partners involved in the delivery of our programs, also have an appropriate PSEAH and Child Protection policy and/or procedures that comply with the standards as set out by DFAT and warrants that the activities outlined in this Agreement comply with the requirements of the DFAT. Swinburne's Statement of Practice is available at [https://www.swinburne.edu.au/content/dam/media/docs/Swinburne\\_SEAH\\_State\\_of\\_Practice\\_17082020.pdf](https://www.swinburne.edu.au/content/dam/media/docs/Swinburne_SEAH_State_of_Practice_17082020.pdf)

13. The institutions acknowledge that:

- a. they are mutually responsible for obtaining all approvals, licences, permits and complying with all relevant laws and regulations including, without limitation, all laws and regulations relating to international transactions and the import and export of goods and services; and
- b. accordingly, Swinburne as a public body may be prohibited, prevented or restricted from:
  - i. negotiating or continuing to transact with certain persons, individuals, entities, whether located within or outside of Australia; or
  - ii. engaging in certain conduct, directly or indirectly, such as the supply of goods, services or payment to third parties.

14. Modern Slavery

- a. COLFUTURO warrants and agrees that in performing its obligations under this Agreement, COLFUTURO shall ensure all of its employees, contractors and sub-contractors work to ensure that Modern Slavery is not taking place in any part of its operations and supply chains and those of any entities that it controls.
- b. COLFUTURO shall provide all reasonable assistance to Swinburne, including providing access to and copies of documents, to allow Swinburne to comply with its obligations under the Modern Slavery Act 2018 (Cth).
- c. COLFUTURO will notify Swinburne as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection to this Agreement.

In this clause, "**Modern Slavery**" has the same meaning as it does in the *Modern Slavery Act 2018* (Cth).

15. Foreign Interference

In performing their obligations under this Agreement, each institution must ensure that it and its subcontractors, employees, agents and representatives:

- a. are transparent with each other in relation to any activities undertaken on behalf of foreign principals;
- b. comply with the provisions of the Foreign Influence Transparency Scheme Act 2018 (Cth); and
- c. do not act in any way which allows or promotes interference by or on behalf of a foreign principal in the performance of this Agreement, the conduct of the parties or academic freedom.

16. Suspension of Agreement

- a. Without limiting any other right available to Swinburne under this Agreement, at its option, Swinburne may suspend performance under this Agreement to the extent necessary to assure compliance under clauses 13, 14 and 15 and applicable Australian laws if it reasonably forms the opinion that activities pursuant to this Agreement are in violation of clauses 13, 14 and 15 and those applicable laws.
- b. If Swinburne suspends, in whole or in part, performance under this Agreement pursuant to clauses 13, 14 and 15, Swinburne shall not be liable to COLFUTURO for any costs (including legal costs), expenses, losses, or damages of any kind whatsoever, and whether any such costs, expenses, losses or damages are direct or indirect or consequential in nature.

## 17. Privacy Laws

- a. Each institution will comply with the Privacy Laws that apply to it in the performance of this Agreement.
- b. Without limiting the scope of clause 17(a), if an institution is required to collect, use, disclose or transfer Protected Information to the other party in the performance of this Agreement it must:
  - (a) only do so for purposes directly related to the performance of this Agreement or with the express consent of the individual who is the subject of the Protected Information;
  - (b) have in place organisational and technical security measures to ensure the security and quality of the Protected Information, including but not limited to the protection of the Protected Information from misuse, loss and unauthorised access, modification, destruction or disclosure;
  - (c) not disclose the Protected Information to any other person except where the individual who is the subject of the Protected Information has given express consent or where required or permitted by law;
  - (d) keep the Protected Information it holds secure and immediately notify the other party if it becomes aware of an actual, threatened or alleged breach of any obligation concerning security, use and disclosure of the Protected Information ("**Breach**");
  - (e) comply with, and assist the other party to comply with, any applicable mandatory data breach notification requirements;
  - (f) cooperate fully with the other party and take such action as is reasonably required by the other party to mitigate the consequences of a Breach and to investigate the Breach;
  - (g) in the case of Protected Information of individuals resident in jurisdictions providing data subject rights, assist the other party to comply with the exercise by the individual of those data subject rights;
  - (h) subject to statutory record-keeping obligations and any other applicable laws, at the option of the party providing the Protected Information ("**Provider**"), permanently de-identify or securely destroy or delete the Protected Information of the Provider at the termination or expiry of this Agreement and provide to the Provider written confirmation of the destruction, deletion or de-identification upon request; and
  - (i) not do any act, or engage in any practice, that would cause the other party to be in breach of any Privacy Laws that apply to the other party.

In this clause:

- (a) "**Health Information**" means:

- (i) information or an opinion about:

(A) the physical, mental or psychological health (at any time) of an individual; or

(B) a disability (at any time) of an individual; or

(C) an individual's expressed wishes about the future provision of health services to them; or

(D) a health service provided, or to be provided, to an individual, that is also Personal Information; or

(ii) other Personal Information collected to provide, or in providing, a health service; or

(iii) other Personal Information about an individual collected in connection with the donation, or intended donation, by the individual of their body parts, organs or body substances; or

(iv) other Personal Information that is genetic information about an individual in a form which is or could be predictive of the health (at any time) of the individual or of any of their descendants,

but does not include health information that is prescribed as exempt health information under the applicable Privacy Laws.

(b) "**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an identified individual or an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

(c) "**Privacy Laws**" means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic), and the *Health Records Act 2001* (Vic)

(d) "**Protected Information**" means Personal Information and Health Information

18. This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia.

19. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

20. This Agreement constitutes the entire agreement between the parties. This Agreement cannot be varied or cancelled, unless such variation or cancellation is in writing and signed by a duly authorised representative of each party.

21. This Agreement shall remain in force from the date that the last party signs this Agreement and ends 3 years after that date.

22. Either party may terminate this Agreement:

- (a) by providing at least thirty days prior written notice to the other party; or
- (b) immediately by providing written notice to the other party if the other party has breached this Agreement and has failed to remedy the breach within fourteen (14) days of receiving written notice requiring it to do so.

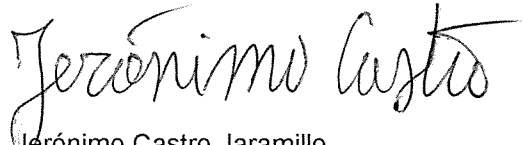
23. If this agreement is terminated under clause 22, subject to Swinburne's statutes, regulations, policies and procedures, the parties will use reasonable endeavours to continue performing the obligations in clauses 4, 5 and 6 in respect of students who have

commenced but not completed their course at Swinburne as at the date of termination of this agreement.



Professor Karen Haggood  
Deputy Vice-Chancellor, Research  
Swinburne University of Technology

Date: 22 OCT 2024



Jerónimo Castro Jaramillo  
Executive Director  
COLFUTURO

Date: 22 Oct 2024

## Annex 1

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

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 following 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 made in US Dollars, but COLFUTURO can pay university tuition in other currencies. However, COLFUTURO beneficiaries have an obligation to assume any discrepancy arising from foreign exchange fluctuations between the US Dollar amount requested by 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 online application becomes available in January and up to February 28<sup>th</sup>. Results will be published by the mid of May. These dates may change each call.
6. COLFUTURO notifies partner universities regarding the selection process results 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 considering 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 USD2,000 per month)
  - Textbooks 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 15th, Student must submit the corresponding invoice to COLFUTURO no later than October 31st.
- Second payment: On March 15th, Student must submit the corresponding invoice to COLFUTURO before 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 not included in this Loan-Scholarship agreement related to their program of study.
11. The students have a financial responsibility towards the University; COLFUTURO will pay on their behalf. After COLFUTURO makes the final payment, the student must cover any outstanding balance, including those resulting from exchange rate fluctuations.
12. The loan turns into a partial scholarship when the student returns to Colombia and resides there for a pre-established period. 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 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 academics or researchers 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 beneficiary must pay the loan component monthly, upon his or her return to Colombia, according to the established amortization period, which cannot exceed a 5-year term.