



Collaboration Agreement

Parties

Bond University trading as Bond University College (“Bond University College”)	Fundacion Para El Futuro De Colombia (COLFUTURO) (“Home Institution”)
ABN 88 010 694 121 CRICOS Provider Code 00017B	

Key Details

Commencement Date	The date on which the last party signs this agreement	
End Date	Three years after the Commencement Date	
Notices	Bond University t/as Bond University College	Fundacion Para El Futuro De Colombia (COLFUTURO)
Position	Manager, Institutional Partnerships Office of Future Students	Languages Program Director
Address	14 University Drive Robina, Gold Coast Queensland, Australia	Carrera 15 # 37-15 Bogota, Colombia
Email	agreements@bond.edu.au	laura.trujillo@colfuturo.org

1. Background

- 1.1 The *Fundacion para el Futuro de Colombia* (COLFUTURO) and Bond University (BOND) 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.
- 1.2 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 at BOND. English at BOND is facilitated through Bond University College which is fully owned and operated by BOND.
- 1.3 This Collaboration Agreement was last signed on 04/06/2021 and expired on 03/06/2024.

2. Purpose

- 2.1 The general purpose of this Agreement is to provide Colombian students with an engaging, high academic and culturally rich international study experience to increase their English language proficiency at Bond University College.

3. Term of the English Program

- 3.1 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 English at Bond University, COLFUTURO will support them in their admissions process, including following the normal application procedures and meeting all the standard admission requirements established by BOND.
- 3.2 Students admitted to the Language Program of COLFUTURO are responsible for the attainment of financial resources to cover their programs.
- 3.3 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 to the BOND 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 BOND.
- 3.4 BOND 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.
- 3.5 BOND will provide a partial scholarship of thirty percent (30%) of the published tuition fee for the BOND English Program 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 the English Program (CRICOS code: 103878M) at BOND.
- 3.6 COLFUTURO will provide administrative support and guidance to the students with their admissions and visa processes. COLFUTURO will promote the BOND English Program at the university centres mentioned above and the benefits agreed to by this mutual cooperation.
- 3.7 COLFUTURO and BOND will designate a coordinator to implement and monitor this agreement. In particular, the designated coordinators will be responsible for ensuring that:
 - a. BOND and COLFUTURO provide prospective Colombian Language Program students with information on their programs of interest and guidance on how to apply to Bond University College.
 - b. BOND provides COLFUTURO with all the relevant promotional materials and brochures on the English Program, to encourage interest among prospective Colombian students.
 - c. BOND 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 BOND of successful candidates by sending the list of Colombian students admitted to the Language Program of COLFUTURO. Furthermore, COLFUTURO will inform BOND if students decide to postpone or withdraw from any programs.
 - e. Both COLFUTURO and BOND have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

4. Accommodation

When required, Bond University College will provide information and relevant support to secure homestay options for students through the Australian Homestay Network.

5. Responsibilities of BOND

- 5.1 BOND agrees to accept and enrol students for the duration of the English Program.
- 5.2 BOND will grant the same rights and status with regard to access to facilities to the students as enjoyed by the regular students at Bond University College.
- 5.3 BOND will endeavour to ensure that the students are given copies of and made aware of their obligations under the rules set forth in Bond University's student handbook.
- 5.4 BOND will issue student academic transcripts upon the completion of each student's program.
- 5.5 Other additional arrangements for the benefit of the student may be provided by mutual agreement.

6. Responsibility of COLFUTURO

- 6.1 It will be the responsibility of COLFUTURO to promote and publicise the Bond University College English Program to Colombian students.
- 6.2 COLFUTURO will ensure students are aware of a medical insurance plan is required. The cost of the insurance must be paid by the student.
- 6.3 COLFUTURO shall satisfy itself that a candidate for the English Program has the ability to meet all his or her financial responsibilities as detailed below.

7. Designated Coordinators

- 7.1 For COLFUTURO, the designated coordinator is Laura Trujillo, Languages Program Director, Email: laura.trujillo@colfuturo.org, Phone: (57)1 3405394 Ext. 123
- 7.2 For BOND, the designated coordinator is the Director, Bond University College, Email: lboyce@bond.edu.au, Phone: +61755952519.
- 7.3 Each party may change the designated coordinators by written notice to the other party and update the other party with that person's contact details.

8. Legal obligations

- 8.1 Each party will perform its obligations under this Agreement and comply with all applicable laws and regulations.
- 8.2 Each party will provide reasonable assistance to the participating staff and students in circumstances where an emergency situation arises in the location of the English Program, including but not limited to, a natural disaster, civil or political unrest, or an act of terrorism.

- 8.3 BOND will not be liable for the actions, omissions or defaults of COLFUTURO, its employees or subcontractors in relation to the student whilst in attendance or undertaking the English Program at or for Bond University College under any circumstances.
- 8.4 Neither party may assign, subcontract or otherwise transfer its rights and obligations under this Agreement.

9. Compliance with the Australian Legislation for Overseas Students Act 2000

- 9.1 COLFUTURO acknowledges that Australian law requires providers of education and training courses to overseas students to be registered and sets out other requirements with which BOND and its representatives and partner institutions have to comply. These are known as the Education Services for Overseas Students Act (ESOS Act 2000) requirements and include obligations under the National Code of Practice, which is made under and forms part of the ESOS Act 2000 <https://www.legislation.gov.au/Details/C2022C00066>
- 9.2 COLFUTURO acknowledges and agrees that it has been made aware of the requirements of this Act and the National Code of Practice by BOND and agrees to comply with these requirements.

10. Confidentiality and Privacy

- 10.1 Each party must ensure that Confidential Information belonging to the other party is kept confidential and is not used or disclosed to any person or for any purpose except when:
- a) disclosure is needed for the performance of this Agreement.
 - b) the other party consents under mutually agreeable terms.
 - c) disclosure is made to an adviser of the party under a professional relationship that is governed by an obligation of confidence; or
 - d) it is required by law to be communicated to a person who is authorised by law to receive that information.
- 10.2 Each party must:
- a) immediately notify the other party if it becomes aware of any breach of this clause.
 - b) immediately notify the other party if it is required to disclose Confidential Information under any law.
 - c) upon receiving a request from the disclosing party (either during the term of this Agreement or upon its earlier termination or expiry) deliver or destroy all documents or files in its possession or control which contain Confidential Information in accordance with the disclosing party's instructions.
- 10.3 Each party will ensure that its employees and officers comply with all privacy legislation by which the party is bound which concerns the collection, security, access, data, quality, use and disclosure of Personal Information.
- 10.4 Each party must, with respect to any Personal Information it receives from the other party:
- a) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse.
 - b) not use the Personal Information other than for the purposes directly related to this Agreement.
 - c) not disclose the Personal Information without the prior written consent of the other party or the individual to whom the Personal Information relates.

- d) ensure that any officer; employee; agent or contractor of the party who is required to deal with the Personal Information for the purposes of this Agreement is made aware of, and complies with, the obligations of the party under clause 12.3 and 12.4, and,
- e) immediately notify the other party if the party becomes aware of any unlawful use or disclosure of the Personal Information in their possession or control.

10.5 The operation of this clause 10 survives the expiration or earlier termination of this Agreement.

11. Privacy Law Compliance

11.1 Both parties acknowledge that BOND must comply with the *Privacy Act* 1988 (Cth) and all other relevant Australian laws relating to privacy and protection of personal data of individuals.

12. Dispute Resolution

12.1 Where a problem or dispute arises between the parties, they will first seek to resolve that dispute between themselves and will endeavour to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations. Any costs of engaging a third party shall be shared equally between the parties. Any negotiations to resolve a problem or dispute under this clause shall be treated as confidential.

12.2 All expenses incurred in appointing the elected third party shall be shared equally by the parties.

12.3 In the event that the parties have not resolved the dispute within 20 business days of receiving the recommendations of the elected third party, the parties acknowledge and agree either party may commence legal proceedings without further notice.

13. Governing law and jurisdiction

13.1 This Agreement is governed by the laws in force in Queensland, Australia.

13.2 Each party irrevocably submits to the exclusive jurisdiction of the courts and tribunals exercising jurisdiction Queensland including for any appeals.

14. Modification, Evaluation, Extension and Termination

14.1 This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are superseded by this Agreement.

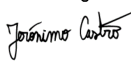
14.2 This Agreement shall commence on the date on which the last party signs this agreement and continue for a period of three years. This Agreement may be amended with the written consent of both parties.

14.3 The Agreement may be terminated at any time without cause by either party with a minimum of 6 months' written notice. Any English Program in place at the time of termination of this Agreement shall be permitted to conclude as planned unless otherwise agreed.

14.4 Both parties will review the activities of this Agreement 6 months prior to the last day of this Agreement to determine renewal for another term with the written consent of the parties.

Signed on behalf of:

COLFUTURO:

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Jerónimo Castro Jaramillo
Executive Director

25-Jul-2024 | 11:57 SAPST
Date: _____

Bond University:



Michael Dean
Company Secretary

24 July 2024
Date: _____