



**TETÁ VIRU
MOHENDAPY**
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LOPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETÁ REKUÁI
GOBIERNO NACIONAL

*Paraguay
de la gente*

SPONSORED STUDENT SCHOLARSHIP AGREEMENT

**THE NATIONAL PROGRAM OF FOREIGN POSTGRADUATE SCHOLARSHIP
«DON CARLOS ANTONIO LOPEZ»**

AND

THE UNIVERSITY OF SYDNEY

FOR A

USYD/BECAL JOINT SCHOLARSHIP PROGRAM



**TETÁ VIRU
MOHENDAPY**
MOTENONDEHA
MINISTERIO DE
HACIENDA



**BECAS
DON CARLOS
ANTONIO LOPEZ**
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

**TETÁ REKUÁI
GOBIERNO NACIONAL**

*Paraguay
de la gente*

PARTIES

NATIONAL PROGRAM OF POSTGRADUATE SCHOLARSHIPS ABROAD «DON CARLOS ANTONIO LOPEZ» (PROGRAMA NACIONAL DE BECAS DE POSTGRADO EN EL EXTERIOR «DON CARLOS ANTONIO LOPEZ»), located at Chile St. 252, Asunción, Republic of Paraguay (herein referred to as «BECAL»).

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 «USYD»).

1. BACKGROUND

1.1 The parties share an interest in strengthening bilateral cooperation in the field of education between Republic of Paraguay and Australia and promoting stronger ties between the parties to increase the financial support available for the postgraduate studies of Paraguayan students.

1.2 BECAL administers a scholarship program aimed at providing financial support to talented Paraguayan students wishing to undertake master's or doctorate studies in the best universities abroad.

1.3 This Agreement establishes a framework for the parties to cooperate on shared financing for talented Paraguayan students admitted into an eligible postgraduate degree program at USYD (herein referred to as «USYD/BECAL JOINT SCHOLARSHIP PROGRAM» or the «Joint Graduate Scholarship Program»).

2. DEFINITIONS

In this Agreement:

«Agreement» means this Sponsored Student Scholarship Agreement.

3. JOINT GRADUATE SCHOLARSHIP PROGRAM

3.1 The Joint Graduate Scholarship Program will operate as follows:

- (a) Prospective students interested in the Joint Graduate Scholarship Program will seek admission to a postgraduate degree program at USYD (either postgraduate coursework, or postgraduate research), and will be subject to USYD's standard eligibility, admission, and enrolment requirements (including English language proficiency).
- (b) Prospective students who hold an unconditional or conditional offer for admission to an eligible USYD postgraduate degree program will submit a scholarship application to BECAL, following the normal application procedures and meeting all standard requirements established by BECAL.
- (c) BECAL will provide USYD with written confirmation of any student awarded a scholarship in accordance with this Agreement ("Financial Support Letter"). Each Financial Support Letter will include the student's name, date of birth, and the amount (in US Dollars) to be paid as tuition by BECAL directly to USYD each year.



- (d) Scholarship amounts are set out at clause 4 below. Invoicing arrangements, application timelines, and other information relevant to the administration of the Joint Graduate Scholarship Program are set out in Schedule 1.

4. FUNDING ARRANGEMENTS

4.1 The Joint Graduate Scholarship Program will be funded, and disbursed by each party as follows:

Subject Matter	Party responsible	Amount	Payment Schedule (Mode and Period of Payment)
USYD tuition contribution	USYD	Students will receive a 20 percent contribution of their tuition fee from USYD for the duration of their course.	No payment will be made directly to the student. The USYD contribution will automatically be applied to the applicants' offer which will reduce the overall tuition fee liability.
Sponsorship/ Scholarship	BECAL	<p>For PhD students:</p> <p>BECAL will, in accordance with BECAL guidelines and financial aid limits, fund a total of USD 90,000 for each PhD student awarded a scholarship.</p> <p>For Master's students:</p> <p>BECAL will, in accordance with BECAL guidelines and financial aid limits, fund a total of USD \$50,000 for each Master's student awarded a scholarship.</p>	<p>For USYD tuition: BECAL will make annual tuition payments directly to USYD in two tranches: May and October</p> <p>For other costs (living allowance, airfare, textbooks etc.): BECAL will make payments directly to students.</p>

4.2 The funding amount provided by BECAL includes tuition and additional expenses such as health insurance, stipend, flights, and other benefits established in BECAL's terms and conditions document. Funding provided by BECAL will first be allocated towards tuition and any remaining funds will be allocated towards the remaining expenses stated in BECAL's terms and conditions document.

4.3 Any additional tuition costs not covered in clause 4.1, and any other costs or expenses associated with living and studying in Australia will be the responsibility of individual Paraguayan students.

4.4 USYD's contribution to the Joint Graduate Scholarship Program will be facilitated by the Sydney International Student Award ("SISA"), pursuant to which USYD provides a 20 percent contribution towards tuition fees to recipients for the duration of their course, in recognition of their academic achievements. The SISA is awarded based on academic merit and a personal statement provided by a student as part of their application for admission into an eligible postgraduate degree program. Other than the 20% tuition contribution made by USYD under the SISA (which will automatically be reflected in the unconditional offer made to an eligible student), students participating in the Joint Graduate Scholarship Program will not receive any additional reduction in tuition fees. SISA recipients are required to abide by the terms and conditions published by USYD that govern the SISA.



**TETĀ VIRU
MOHENDAPY**
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETĀ REKUÁI
GOBIERNO NACIONAL

*Paraguay
de la gente*

4.5 The Joint Graduate Scholarship Program does not apply to the Master of Business Administration (MBA), Executive MBA (EMBA), study abroad, executive education programs, courses offered in distance mode, or any Law Dual Degree pathway programs at USYD.

5. CANCELLATION OF USYD/BECAL JOINT SCHOLARSHIP PROGRAM

5.1 If BECAL intends to discontinue the financial support of a student, BECAL will give three (3) months' written notice to USYD and to that student.

5.2 If BECAL discontinues the financial support of a student, that student will only be allowed to continue their degree at USYD if they arrange finance from another source for the subsequent costs associated with living and studying in Australia. To continue receipt of the SISA, the student must have no outstanding fees. USYD and BECAL will advise students of this provision. If BECAL discontinues the scholarship of a student, USYD will have no responsibility for covering any stipend or funding previously provided by BECAL.

6. MARKETING AND ESOS ACT

6.1 BECAL and USYD will promote the Joint Graduate Scholarship Program to prospective students from Republic of Paraguay.

6.2 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).

6.3 USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). USYD's CRICOS number is 00026A.

6.4 BECAL acknowledges that USYD 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 BECAL to its prospective students (including material in electronic form);
- (b) not give false or misleading information or advice in relation to the Joint Graduate Scholarship Program;
- (c) only use promotional material provided or endorsed by USYD, and not modify any written material or documents provided by USYD without prior permission of USYD; and,
- (d) promptly provide any information or assistance reasonably required by USYD to enable USYD to meet its obligations or seek any approvals under the ESOS Framework.

7. TERM AND TERMINATION

7.1 This Agreement will come into effect as soon as it has been signed by each of the parties and it will then remain in effect until 1 October 2024, unless terminated earlier.



- 7.2 Either party may terminate this Agreement by giving the other party three (3) months' written notice.
- 7.3 This Agreement may also be terminated by mutual consent.
- 7.3 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.
- 7.4 If this Agreement expires or is terminated, the parties agree to continue to provide the financial and other support the subject of this Agreement to students already enrolled at USYD and participating in the Joint Graduate Loan-Scholarship Program at the date of expiry or termination.
- 7.5 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 (Funding after Termination of Agreement), 8 (Disputes), 9 (Privacy and Personal Information), 10 (Confidential Information) and any other obligations that, by their nature, survive termination.
- 7.6 Each party will advise the other party in writing, no later than six months before this Agreement expires, whether it would like to extend this Agreement. This Agreement may be extended for a period mutually agreed on with the written consent of each of the parties.
- 7.7 This Agreement may be varied if the proposed variation is put in writing and signed by each of the parties.
- 7.8 The Details of the individuals whose details are set out in Schedule 2 of this Agreement will be responsible for coordinating the Scholarship program and communications between the parties. If a party changes its designated person or their contact details change, that party will promptly notify the other party in writing.

8. DISPUTES

- 8.1 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 (any «Dispute»).
- 8.2 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 the following senior officers of each of the parties for resolution: the Deputy-Vice Chancellor (Education), for USYD, and the General Coordinator for BECAL.
- 8.3 If these senior officers of the parties are not able to resolve the Dispute within sixty days (60) 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, they agree to submit to an alternative dispute resolution, subject to the rules that the parties themselves mutually agree to adopt. Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this agreement. Nothing in this clause 8.2 prevents a party from seeking urgent interlocutory, declaratory or injunctive relief or from terminating this agreement in accordance with its terms.



9. PRIVACY AND PERSONAL INFORMATION

9.1 USYD 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 USYD, then BECAL:

- (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 USYD has communicated to BECAL concerning the use, storage, or security of that personal information; and
- (c) will only disclose that such personal information to its officers and employees:
 - (i) 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
 - (ii) who before such disclosure, have been directed by BECAL to keep any such personal information confidential.

9.2 The PPIP Act may, in certain cases, completely restrict the transfer of personal information between USYD and BECAL, unless permission has been given by the student.

10. CONFIDENTIAL INFORMATION

10.1 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.

10.2 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.

10.3 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.



TETĀ VIRU
MOHENDAPY
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETĀ REKUÁI
GOBIERNO NACIONAL

Paraguay
de la gente

11. GENERAL

11.1 This Agreement, of which Schedule 1 and Schedule 2 are a component, constitute the entire agreement of the parties about its subject matter and it supersedes all previous agreements, understandings, and negotiations about that subject matter.

11.2 In the event of any inconsistency between the body of this Agreement and its Schedule 1, the body of this Agreement will take precedence.

11.3 The provisions of this Agreement and any right created under it may only be waived or varied with the signed written agreement of the parties to the proposed waiver or variation. A failure to exercise such a right, or any delay exercising such a right that arising arises from a breach of this Agreement does not constitute a waiver of that right.

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

11.5 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.

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

11.7 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.

11.8 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.

11.9 The parties agree that this Agreement and all written communications between them that are directly related to this Agreement must be in English. This Agreement is to be signed in English and Spanish, both versions being identical.

11.10 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.

11.11 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.



TETÁ VIRU
MOHENDAPY
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETÁ REKUÁI
GOBIERNO NACIONAL

*Paraguay
de la gente*

11.12 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) headings are for convenience only and do not affect interpretation;
- (e) a reference to any law includes any subsequent amendment to, or replacement of that law; and
- (g) a reference to a clause or a Schedule is a reference to a clause in, or a schedule to, this Agreement.



TETĀ VIRU MOHENDAPY
MOTENONDEHA
MINISTERIO DE HACIENDA



BECAS
DON CARLOS ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETĀ REKUÁI
GOBIERNO NACIONAL

Paraguay de la gente

Signed as an agreement

<p>Signed for and on behalf of THE NATIONAL PROGRAM OF FOREIGN POSTGRADUATE SCHOLARSHIP «DON CARLOS ANTONIO LOPEZ» by its duly authorised representative:</p>	<p>Signed for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:</p>
<p>_____ Mr Oscar Llamosas <i>Minister of Treasury</i></p>	<p>_____ Ms Kirsten Andrews <i>Vice-President (External Engagement)</i></p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>_____ Ms Andrea Picaso <i>General Coordinator</i></p>	
<p>Date: _____</p>	



TETĀ VIRU
MOHENDAPY
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETĀ REKUÁI
GOBIERNO NACIONAL

Paraguay
de la gente

SCHEDULE 1 – GENERAL TERMS AND PAYMENT SCHEME OF JOINT GRADUATE SCHOLARSHIP PROGRAM

Subject to the terms contained in the Agreement:

1. BECAL's financing system consists of a scholarship of USD \$50,000 for masters programs for a maximum financing period of 24 months.
2. BECAL's financing system consists of a scholarship of USD \$90,000 for PhD programs for a maximum financing period of 48 months.
3. The funding amount includes tuition and additional expenses such as health insurance, stipend, flights, and other benefits established in BECAL's terms and conditions document.
4. Funding will first be allocated towards tuition and any remaining funds will be allocated towards the remaining expenses stated in BECAL's terms and conditions in accordance with BECAL's policies and procedures.
5. BECAL's scholarship is granted in US Dollars. All payments to beneficiaries (i.e. settling allowance, living allowance, etc.) are made in the Guarani exchange rate for US Dollars on the day of the payment. However, all payments to USYD will be made in Australian dollars. However, BECAL beneficiaries will assume any discrepancy arising from foreign exchange fluctuations between the US Dollar amounts requested to BECAL and the amount in Australian dollars owed to USYD for tuition fees. BECAL will reimburse the amount to the beneficiaries, provided that they have remaining funds in their favor.
6. BECAL's selection process for the scholarship Program is done twice a year. Applicants must comply with documentary requirements when the on-line application becomes available.
7. BECAL notifies partner universities immediately regarding the results of the selection process by sending them the list of BECAL beneficiaries admitted to their graduate degree programs.
8. Once students are selected and notified as beneficiaries of BECAL, the latter arranges a meeting with the student to explain in detail, the terms and conditions of the scholarship at the moment of signing the contract. The student who accepts these terms and conditions, decides the allocation of this scholarship taking into account the maximum amounts mentioned in 2c) and 2d) after having distributed the amount for the tuition. The beneficiary can allocate approved remaining financial support on the following cost items:
 - Airfare
 - Visa
 - Health insurance
 - Settling allowance
 - Monthly Allowance
 - Textbooks allowance
 - Settling allowance upon awardee return to Republic of Paraguay



TETĀ VIRU
MOHENDAPY
MOTENONDEHA
MINISTERIO DE
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro



THE UNIVERSITY OF
SYDNEY

TETĀ REKUÁI
GOBIERNO NACIONAL

Paraguay
de la gente

BECAL provides each beneficiary with a Financial Guarantee Letter (see clause 3.1(c) of the Agreement) indicating the total amount of the JOINT GRADUATE SCHOLARSHIP PROGRAM.

9. BECAL clearly informs the beneficiaries, which of the above items are payable directly to them and to the universities or service providers.

10. BECAL pays annual tuition fees directly to USYD in two installments:

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

- For the first payment in October, USYD submit the corresponding invoice to BECAL not later than 30 September;
- For the second payment in May, USYD must submit the corresponding invoice to BECAL not later than 30 April.

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

USYD will not invoice BECAL for overseas health cover insurance (OSHC). OSHC will be the responsibility of students. Invoices issued by USYD have payment terms of 30 days.

11. The students are responsible for obtaining financial resources to cover other costs (that are not included in this JOINT GRADUATE SCHOLARSHIP PROGRAM agreement) related to their program of study.

12. The students have financial responsibilities towards USYD which BECAL will pay on their behalf. After the final payment is made by BECAL, any outstanding balance, including those resulting from exchange rate fluctuations, must be covered by the student, if the student does not have any remaining funds that can be used to cover tuition.

13. BECAL has a return policy that is stipulated in the contract between the program and the awardee, which is to remain in the Republic of Paraguay for 5 consecutive years after completing their studies. The scholarship holder is required to return to the country within one year after completing the postgraduate program.



A. SCHEDULE 2 – RESPONSIBLE OFFICERS AND CONTACT DETAILS

The University of Sydney	THE NATIONAL PROGRAM OF FOREIGN POSTGRADUATE SCHOLARSHIP “DON CARLOS ANTONIO LOPEZ”
<p>Relationship Management</p> <p>Anna Kirkham International Development and Sponsorships Manager Sydney Future Students Level 4, Jane Foss Russell Building G02 The University of Sydney NSW 2006 Tel: +61 2 9036 4663 Email: anna.kirkham@sydney.edu.au</p>	<p>Relationship Management</p> <p>Alejandra Bogado alejandra_bogado@hacienda.gov.py planificacion.becal@gmail.com consultasbecal@hacienda.gov.py</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 Liz Caballero marializ_caballero@hacienda.gov.py consultasbecal@hacienda.gov.py</p>