



COLLABORATIVE AGREEMENT FOR THE ESTABLISHMENT OF A SCHOLARSHIP PROGRAM BETWEEN “THE NATIONAL PROGRAM OF FOREIGN POSTGRADUATE SCHOLARSHIP “DON CARLOS ANTONIO LOPEZ” AND MONASH UNIVERSITY

1. STATEMENTS

1.1. This agreement is made between the National Program of Foreign Postgraduate *Scholarships* « *Don Carlos Antonio Lopez*» (Programa Nacional de Becas de Postgrado en el Exterior «Don Carlos Antonio Lopez») of the Republic of Paraguay (hereinafter BECAL) located in Chile St. 252, Asunción, Paraguay and Monash University, a body corporate established under the Monash University Act 1958 (Vic) and constituted under the Monash University Act 2009 (Vic) of Wellington Road, Clayton Victoria, Australia («MONASH»), jointly referred as the «Parties» herein.

1.2. BECAL and MONASH University share an interest in strengthening bilateral cooperation in the field of education between Paraguay and Australia and enhancing the links between MONASH and its academic counterparts in Paraguay.

1.3. BECAL and MONASH by entering into this agreement, aim to foster cooperation and enhance the links between both institutions, and agree to establish and administer the MONASH/BECAL JOINT SCHOLARSHIP PROGRAM, under the terms and conditions contained in this agreement.

1.4. An important means of fostering such cooperation is through the awarding of scholarships to all interested Paraguayans students wishing to pursue postgraduate programs.

2. AGREEMENT

The Parties agree that the MONASH/BECAL JOINT SCHOLARSHIP PROGRAM will operate as follow:

2.1. Paraguayans students interested in this program will seek admission, to postgraduate degree programs including Master's by coursework, research and doctoral programs offered by MONASH University following the normal application procedures and meeting all the standard admission requirements including all English language requirements established by MONASH.

2.2. Paraguayan students unconditionally accepted by MONASH will submit a scholarship application to BECAL, following its application procedures and meeting all the requirements established by BECAL.

2.3. Paraguayan students who are selected as beneficiaries of the scholarship program offered by BECAL (Sponsored Students) will be eligible to be considered for shared financing under this agreement.

2.4. MONASH will provide a discount to the value of 10% of the tuition fees to all Paraguayan Sponsored Students enrolled in postgraduate degree programs at one of the Australian based campuses of the university.

2.5. BECAL pledges to provide appropriate funding to Monash for Paraguayan Sponsored Students who are selected as beneficiaries of the program offered by BECAL to be able to undertake the nominated course at MONASH University Australia. BECAL will, in accordance with BECAL guidelines and financial aid limits, fund a maximum of 50.000 US\$ for each Master's student awarded with the fellowship and a maximum of 90.000 US\$ for each PhD student awarded with the fellowship. The funding is not exclusive to tuition and may be used to cover additional expenses such as health insurance, student fees, stipend, flights, and other benefits mentioned in BECAL's terms and conditions document.



2.6. Paraguayan Sponsored Students are responsible for obtaining financial resources to cover any further amounts required to meet other costs and expenses that are not included in this MONASH/BECAL JOINT SCHOLARSHIP PROGRAM, during the period of their enrolment at MONASH, in concordance with the Student responsibilities detailed in section five (5) of this agreement.

2.7. For the purpose of adequate implementation and monitoring of this agreement, each of the Parties hereby pledges to designate a representative, who will be responsible for ensuring the activities listed below:

- a) That MONASH and BECAL provide prospective Paraguayan scholars with information on the programs of interest to the scholars and guidance on the process to apply to study at MONASH University.
- b) That MONASH provides to BECAL with all relevant promotional material and prospectuses in order to encourage interest in its programs in Paraguay.
- c) That MONASH provides all Paraguayan post-graduate students unconditionally accepted into MONASH an offer letter, and encourages these students to contact and apply to BECAL.
- d) BECAL will inform MONASH of the successful Sponsored Students by sending a list of them to MONASH at the end of the evaluation period.
- e) That BECAL provides MONASH with institutional information on BECAL and pertinent details of this MONASH/BECAL JOINT SCHOLARSHIP PROGRAM.
- f) BECAL will provide the necessary financial arrangements for confirmed and selected Paraguayan Sponsored Students in accordance with BECAL guidelines and financial aid limits.
- g) That each party has the obligation to inform the other party of any change in the designated coordinator or signatory in charge of the implementation and monitoring of this agreement.
- h) The designated current representatives of this agreement are:

For MONASH	For BECAL
Joe De Pasquale	Andrea Picaso
Senior Manager: Government and Scholarship Engagement	Coordinadora General, Programa Nacional de Becas «Don Carlos A. López»
Telephone: +61 3 9902 4924	Telephone: +59521 440007
E: joe.depasquale@monash.edu	consultasbecal@hacienda.gov.py
Email of the department	comunicacionesbecal@hacienda.gov.py

3. RESPONSIBILITIES OF MONASH

3.1. MONASH will enrol all confirmed and selected Paraguayan Sponsored Students as full-time students for the duration of their enrolment.

3.2. MONASH will provide orientation for the Sponsored Students.

3.3. MONASH will provide advice on housing options to Sponsored Students and on any procedures to be followed.



3.4. MONASH will provide the appropriate academic counselling and other support to Paraguayan Sponsored Students.

4. RESPONSIBILITIES OF BECAL

4.1. BECAL will be responsible to provide appropriate funding to Paraguayan Sponsored Students who are selected as beneficiaries of the Scholarship program offered by BECAL to be able to undertake the nominated course at MONASH University.

4.2. BECAL will be responsible for payment of living allowances according to BECAL guidelines and financial aid limits. However, it is understood by BECAL that the living allowances will be paid according to the prevailing level of the Australian Postgraduate Awards that is issued by the Australian Federal Government's Department of Education, Science and Training at the time of enrolment.

4.3. BECAL will be responsible to cover appropriate medical insurance costs for the Sponsored Students as required by the current Australian International Students visa regulations in accordance to the section 2.5 of this agreement.

4.4. BECAL will facilitate the promotion of this arrangement on a year-round basis, and will promote the Scholarships to be awarded under this the MONASH/BECAL JOINT SCHOLARSHIP PROGRAM. Nevertheless, BECAL understands that these activities are restricted to the compliance of the Australian legislation according to section 6 of this agreement.

4.5. BECAL will provide financial support, to the Sponsored Students in order to obtain their appropriate visa for the defined study period in Australia, in concordance and compliance with the specific responsibilities for Sponsored Students listed on section 2.5 of this agreement.

5. RESPONSIBILITIES OF STUDENTS

5.1. In order to maintain the financial support and benefits described in this MONASH/BECAL JOINT SCHOLARSHIP PROGRAM, Paraguayan Sponsored Students are responsible for remaining enrolled at MONASH throughout their participation in the Masters, PhD and any other programs established in BECAL guidelines.

5.2. Paraguayan Sponsored Students are required to obtain an appropriate visa for the defined study period in Australia. MONASH will provide the necessary documentation to support the visa application and BECAL will provide the financial support described in section 2.5 of this agreement.

5.3. Paraguayan Sponsored Students attending MONASH are responsible for obtaining the appropriate Health Insurance according to the Australian International Students' visa regulations. Moreover, it is understood that Paraguayan Sponsored Students are responsible for providing to BECAL all the information and documentation that should be required in order to process and cover the costs of the medical insurance under the current Australian International Students visa regulations, in accordance to section 4.3 of this agreement.

5.4. Sponsored Students, will be subject to the general regulations governing graduate students at MONASH University and subject to the normal disciplinary policies of MONASH, as well as to BECAL scholarships programmes rules applicable.



6. AUSTRALIAN LEGISLATION.

6.1. BECAL acknowledges that MONASH is required under the provisions of Australian Laws and regulations, including immigration laws, the Education Services for Overseas Students Act 2000 enacted by the Government of the Commonwealth of Australia (ESOS Act), and The National code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, to disclose to Australian government authorities certain information in relation to overseas students, and the student's compliance with student visa requirements.

6.2. BECAL will facilitate the arrangements covered by this agreement but it will not do any marketing or promotion of MONASH or its courses without the prior written approval of MONASH to such marketing or promotion and any materials to be used. This is required to ensure that MONASH meets its obligations under the ESOS Act.

6.3 BECAL acknowledges that MONASH must also conform to the Privacy and Data Protection Act 2014 enacted by the State of Victoria, Australia. This Act may, in certain cases, restrict the transfer of students' personal information between Parties. MONASH acknowledges that BECAL must conform to the Access to Public Information Law.

6.4. BECAL undertakes not to engage in any act, which may result in MONASH contravening an Australian Sanctions Law. For the purpose of this clause, Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.

6.5 The Parties acknowledge that under Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth) (Act) Monash may be required to give details of this Agreement and any subsidiary arrangement to the Australian Minister for Foreign Affairs and that the Minister may declare an arrangement with a foreign entity to be invalid and unenforceable, required to be varied or terminated if the Minister believes the arrangement may adversely affect Australia's foreign relations or be inconsistent with Australia's foreign policy. Notwithstanding any other clause in this Agreement, Monash shall not be liable to any other Party to this LOU in respect of any loss or damage arising directly or indirectly from a decision of the Minister under the Act or anything done or not done by Monash to comply with the Act, and shall be released from compliance with its obligations under this Agreement to the extent that such compliance would be inconsistent with the Act or the Minister's decision. However, early termination of this agreement will not affect BECAL's funding and MONASH discounts of students who are already scholarship recipients or have been named scholarship recipients at the time of termination.

7. SETTLEMENTS OF DISPUTES

7.1. Matters not included in this agreement or those related to it, will be solved wherever possible by mutual friendly discussion between the Parties. Any decision agreed must be acknowledged by an exchange of letters between the Parties.

7.2. In case of disputes regarding the interpretation and fulfilment of this agreement shall be settled and negotiate in good faith by mutual agreement between the Parties.

7.3. If there is a difference in the interpretation or implementations of this agreement, both parties will endeavour to resolve it by informal discussions between the respective Activities Coordinators established in this agreement. If the parties cannot resolve the dispute, they agree to submit to an alternative dispute resolution, subject to the rules that the parties themselves mutually agree to adopt.



7.4 Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this agreement. Nothing in this clause 7 prevents a party from seeking urgent interlocutory, declaratory or injunctive relief or from terminating this agreement in accordance with its terms.

8. FINAL PROVISIONS

8.1. The present agreement shall come into effect on the date of its last signature by the undersigned representatives of each party and shall initially be in force for 5 years.

8.2. The present agreement may be amended by mutual consent by means of a notification in writing signed by both Parties, specifying the date on which such an amendment shall come into effect and what that amendment is.

8.3. This agreement may be terminated by either Party by giving at least thirty (30) days' notice to the other Party in writing. Sponsored students enrolled at MONASH at the time of the termination will be able to complete their agreed studies with the agreed financial support from BECAL.

8.4. Termination of this agreement shall not affect the conclusion of any cooperation actions that may have been undertaken during its period of force.

8.5. BECAL warrants that any Spanish translation of the agreement is a true and accurate translation of the English text.

8.6. This agreement is to be signed in three (3) originals in English and three (3) originals in Spanish.

For **MONASH University**

PROFESSOR SUSAN ELLIOTT AM
Provost & Senior Vice-President

Date: 16 January 2023

For **BECAL**

Firmado digitalmente por:

Andrea Picaso, MA
Coordinadora General

PROGRAMA NACIONAL DE BECAS DE POSTGRADO EN EL EXTERIOR
"DON CARLOS ANTONIO LOPEZ" - BECAL
Ministerio de Hacienda - República del Paraguay

ANDREA PICASO
General Coordinator

Date:

OSCAR LLAMOSAS DÍAZ
Minister of Finance

Date: