INTERNATIONAL COLLABORATION AGREEMENT

TUITION FEE DISCOUNT PROGRAM

THIS AGREEMENT is made

BETWEEN

THE UNIVERSITY OF MELBOURNE ABN 84 002 705 224 a body politic and corporate established in 1853 and constituted under the University of Melbourne Act 2009 (Vic) of Grattan Street, Parkville, Vic, 3010 **(University).**

AND

Programa Nacional de Becas de Postgrados en el Exterior Don Carlos Antonio Lopez – BECAL of Estrella 345, First floor, Asunción – Paraguay **(BECAL).**

RECITALS

A.   The University is one of Australia's leading teaching and research universities and consistently enjoys outstanding world rankings.

B.   BECAL is responsible for managing the Programa Nacional de Becas de Postgrados en el Exterior *«Don Carlos Antonio Lopez»* (BECAL) sponsorship program which provides financial support to eligible recipients to complete postgraduate studies at esteemed overseas universities, in furtherance of the professional development.

C.   The Parties wish to collaborate under this Agreement to provide for:

(i)   Eligible recipients to study Masters degree programs at the University with financial support from BECAL under the Program; and

(ii)   the University to provide BECAL with a discount on tuition fees applicable to those students.

NOW IT IS AGREED:

   1.   DEFINITIONS AND INTERPRETATIONS

1.1 **In this Agreement:**

Agreement means this document together with Schedules or annexures;

Confidential Information means all information:

•   which is by its nature confidential;
•   is identified as confidential by the Disclosing Party; or
•   which the Receiving Party knows or ought to know is confidential;

but does not include information which:

•   is required to be disclosed by law;
•   is in the public domain other than by breach of this Agreement; or
•   the Receiving Party has developed or obtained independently of the Disclosing Party.

Coordinator means an employee of each Party who will act as the central contact person for all matters concerning this Agreement, whose details are set out at Item 1 of the Schedule;

CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students;

Disclosing Party means the Party that is disclosing Confidential Information.

Discount means a discount of 15% on the tuition fees charged by the University for a Program Course unless otherwise set out in Item 3 of the Schedule;

Dispute means dispute or disagreement arising in connection with this Agreement;

ESOS Act means the Education Services for Overseas Students 2000 (Cth);

Masters by Coursework means a program of study at the University more than one third of which is comprised of coursework, the successful completion of which will lead an award of a master's degree by the University;

Masters by Research means a program of study at the University which is based on independent research and the completion of a thesis, the successful completion of which will lead an award of a master's degree by the University;

Party means a Party to this Agreement and Parties has a corresponding meaning;

Personal Information means any personal, health or identifying information collected during the term of the Agreement;

Program means the program described at Recital clause B;

Program Course means a degree course taught by the University determined to be a Program Course in accordance with this Agreement;

Program Student means a Prospective Student who has been accepted into the Program in accordance with this Agreement;

Prospective Student means a eligible who is interested in participating in the Program;

Sponsorship Agreement means the agreement between BECAL and each Student detailing their responsibilities under the Program as further described at clause 5.2;

Receiving Party means the Party that is receiving Confidential Information;

Term means four (4) years from the date the last Party signs this Agreement.

1.2   Headings are for ease of reference only and do not affect interpretation.

1.3   The singular includes the plural and vice versa.

2. PROGRAM COURSES

2.1 Any Masters by Coursework degree offered by the University as set out in the University's current list of course offerings may be determined to be a Program Course.

2.2 BECAL may provide the University with a list of subject areas which are of interest to the Paraguayan government for the purposes of the Program from time to time.

2.3 A University Masters by Coursework degree course will be determined to be a Program Course in accordance with clause 3.5(b).

2.4 The Parties agree that this Agreement is not intended to cover Masters by Research degree courses offered by the University. However, the Parties may agree for a Masters by Research degree course to be a Program Course from time to time (notwithstanding anything to the contrary in this Agreement).

2.5 The Parties agree that this Agreement is not intended to cover Melbourne Business School (Ltd) degree courses offered by the University. However, the Parties may agree for a Melbourne Business School (Ltd) degree course to be a Program Course from time to time (notwithstanding anything to the contrary in this Agreement).

2.6 For the avoidance of doubt, the Parties agree that the University provides no representation or warranty that a Program Course undertaken by a Program Student will be suitable, appropriate or relevant to the Program Student's employment in Paraguay or otherwise, and any eligible recipient acknowledges and agrees that it will make its own enquiries in this regard.

3. SELECTION PROCESS

3.1 BECAL will advise Prospective Students of the subject areas which are of interest to the Paraguay government for the purposes of the Program.

3.2 Prospective Students will apply directly to the University to undertake a Masters by Coursework degree.

3.3 The University will assess each application in accordance with its usual selection criteria and processes, including by assessing whether the Prospective Student satisfies the University's language and admission requirements.

3.4 The University will determine whether the student meets the English language requirements and may offer the Melbourne English Language Bridging Program (UMELBP) to meet the requirements of a packaged offer. The University may agree (on a case-by-case basis) to cover 100% fee remission for the cost of UMELBP, notwithstanding the student meeting the standard requirements for an offer.

3.5 The University will issue successful Prospective Students with a letter of offer to enrol in the relevant Masters by Coursework degree.

3.6 In order to be accepted into the Program and become a Program Student, a Prospective Student must:

(a)   provide BECAL with the University's letter of offer issued under clause 3.5;

(b) receive written confirmation from BECAL that he or she has been accepted into the Program and that the proposed Masters by Coursework degree to be undertaken by the Prospective Student has been determined by BECAL to be a Program Course;

(c) enter into a Sponsorship Agreement with BECAL relating to his or her participation in the Program; and

(d) enrol in the relevant Masters by Coursework degree course at the University in accordance with clause 6.

4.   THE UNIVERSITY'S RESPONSIBILITIES

4.1   The University will:

(a)   provide guidance and support to Prospective Students during the selection and admission process as would be normally provided by the University to other overseas applicants;

(b)   enrol Program Students as full-time students of the University;

(c)   provide assistance to Program Students, as far as possible, in arranging accommodation and provide appropriate assistance in matters of health, language and local custom that may arise;

(d)   provide necessary information about visa requirements;

(e)   provided that the Program Student has previously consented in writing, provide BECAL with notification of academic results for each Program Student at the end of each academic year if required (notification of results is to be sent to the BECAL Coordinator);

(f)   as soon as practicably possible, advise BECAL if a Program Student withdraws from or fails to complete his or her studies at the University;

(g)   provide facilities and services to Program Students as would normally be provided to students at the University.

(h)   cover the tuition fees (on a case-by-case basis) for BECAL scholarship holders that require the Melbourne English Language Bridging Program (UMELBP) meet to the English language requirements for a packaged offer. Refer to schedule Item 5.

5.   BECAL RESPONSIBILITIES

5.1   The Parties acknowledge that BECAL is responsible for administering the Program, including the management of the budget and resources relating to the Program.

5.2   BECAL will enter into a Sponsorship Agreement with each Program Student to set out the arrangements which are relevant to the Program, including matters relating to the financial arrangements for the Program such as repayment of tuition fees by Program Students, provision of a stipend or living allowance by BECAL, provision of financial assistance for additional English language study undertaken by Program Students, payment of overseas student health cover and requirements for Program Students to keep BECAL informed of their progress through the Program Course.

5.3 BECAL will pay the University the tuition fees for each Program Course in accordance with clause 7.2.

5.4 Provide the University with written confirmation of Prospective Students who have been accepted by BECAL as Program Students.

6. RESPONSIBILITIES OF PROGRAM STUDENTS

6.1 The Parties will ensure that Program Students are made aware of their responsibilities under the Program.

6.2 In order to participate in a Program, Program Students must:

(a) obtain and comply with the appropriate visa;

(b) obtain health insurance coverage that meets the requirements as a condition of obtaining the appropriate visa;

(c) enrol in the relevant Masters by Coursework degree course at the University;

(d) comply with all rules, regulations, statutes and policies of the University;

(e) satisfy the study and course requirements in accordance with the rules, statutes, regulations, policies and performance standards (including in relation to course progress) set out by the University; and

(f) comply with the terms of their Sponsorship Agreement with BECAL.

7. FEES & EXPENSES

7.1 The University will apply the Discount to Program Courses for the period of the usual duration of the relevant Masters by Coursework degree course undertaken by Program Students and will issue BECAL with tuition fee invoices accordingly.

7.2 BECAL agrees to pay each invoice by the relevant due date, as set out in the Schedule.

7.3 The Parties will ensure that Program Students are made aware of the costs and expenses that will be incurred by Program Students while studying a Program Course at the University. These costs and expenses include:

(a) accommodation and meal expenses;
(b) overseas student health insurance cover;
(c) textbooks and course materials;
(d) clothing and personal needs;
(e) passport and visa costs;
(f) travel and transportation expenses; and
(g) all other debts incurred during the period of the Program Course.

8. COORDINATOR

8.1 Each Party shall nominate a Coordinator who will be responsible for:

    (a) exchanging and coordinating information on a regular basis;

    (b) managing and coordinating information regarding academic programs; and

    (c) ensuring implementation and operation of this Agreement.

8.2 A Party may change a Coordinator by written notice to the other Party.

9. INTELLECTUAL PROPERTY

9.1 Ownership of intellectual property created by Program Students during the period of enrolment at the University will be governed by the University's policy on intellectual property.

9.2 The Parties agree that the Sponsorship Agreement may also detail arrangements relating to intellectual property.

9.3 Neither Party shall use the other Party's name or logo or trademark in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

10. CONFIDENTIALITY

10.1 The Parties may exchange Confidential Information (including to employees of a Party) during the term of the Agreement.

10.2 The Receiving Party must not disclose the Disclosing Party's Confidential Information without first obtaining the consent of the Disclosing Party in writing.

10.3 The Receiving Party agrees to take reasonable steps to provide for the safe custody of the Disclosing Party's Confidential Information in its possession and to prevent unauthorised access to or use of the Disclosing Party's Confidential Information.

11. USE & DISCLOSURE OF PERSONAL INFORMATION

11.1 Each Party agrees that any Personal Information collected by that Party about Students will be:

    (a) collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policy applicable to that Party;

    (b) provided to the other Party if permitted by law.

11.2 The Parties agree that the relevant policies concerning Personal Information will be distributed to the other Party from time to time during the term of the Agreement.

12. ESOS ACT AND OBLIGATIONS UNDER THE ESOS ACT

12.1 The Parties acknowledge that under Australian law, the University is required to be registered on CRICOS and to comply with the provisions of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (National Code).

12.2 The University shall provide BECAL with the following:

(a) information regarding course materials, entry requirements, information on visa application and Overseas Student Health Cover that apply to the Program;
(b) the University's CRICOS provider code, which is 00116K (CRICOS Provider Code); and
(c) any other information that may be required from time to time.

12.3 For the purposes of compliance with the ESOS Act and National Code, BECAL must:

(a) distribute the information in the form provided by the University to Prospective Students;
(b) ensure that the University's name and CRICOS Provider Code are clearly identified on all material distributed to Students, including electronic forms; and
(c) use its best endeavours not to engage in conduct that may cause the University to be in breach of the ESOS Act, including providing Prospective Students with inaccurate information about studying at the University.

13. DISPUTE RESOLUTION

13.1 If there is any Dispute, the Parties agree to negotiate in good faith and in the first instance the Dispute shall be referred to the Coordinator of each Party. The Coordinator shall endeavour to resolve the Dispute within 30 days.

13.2 If a Dispute cannot be resolved by the Coordinator of each Party, the Dispute shall next be referred to the nominated senior representatives of each Party. The senior representatives shall attempt to resolve the Dispute within 30 days of such notice. Any decision reached by the senior representatives will be binding on the Parties.

13.3 Any Dispute which cannot be resolved by the senior representatives of each Party will be referred to arbitration at a forum agreed to by the Parties. Any decision made by the selected arbitrator will be binding on the Parties. The costs of arbitration will be borne equally by the Parties unless otherwise agreed.

14. REVIEW, TERM AND TERMINATION

14.1 The Agreement will be in effect for the term Term, unless terminated earlier as provided for in this clause 14.

14.2 The Parties will review the operation of the Agreement one (1) year before the Agreement ends to decide whether the Agreement will be renewed for a further term. The Agreement will only be renewed by mutual written agreement of the Parties.

14.3 This Agreement may be terminated by either Party providing three (3) months' written notice to the other Party or by mutual agreement of the Parties as evidenced in writing.

14.4 Melbourne may terminate this Agreement immediately if BECAL engages in an act that would cause Melbourne to commit a breach of the ESOS Act.

14.5 If the Agreement is terminated in accordance with clauses 14.3 or 14.4, termination will not apply to those Program Students already enrolled or accepted by the University and the Parties agree to continue to honour their respective obligations to those Program Students (whether such obligations are set out in this Agreement or otherwise) until those Program Students have completed the Program Course.

15. GENERAL PROVISIONS

15.1 The following general provisions apply:

(a) Acknowledgment: The Parties acknowledge that this Agreement does not restrict the right of each Party to act in its discretion in relation to its business activities or any existing or new commitments.

(b) Agency: Nothing in this Agreement gives rise to a relationship of agency between the Parties.

(c) Amendment: This Agreement can be amended by mutual written consent of the Parties. Such amendments, once approved in writing by the Parties, will become part of this Agreement.

(d) Assignment. Neither Party may assign this Agreement or any right under this Agreement without the prior written consent of the other Party.

(e) Execution. This Agreement may be executed in counterparts, including facsimile counterpart. All executed counterparts constitute one document.

(f) Force Majeure. Neither Party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either Party may terminate the Agreement by written notice if such an event occurs and continues for a period of 30 days or more.

(g) Other Laws: In carrying out obligations set out under this Agreement, each Party shall comply with all relevant laws, policies and requirements of the other Party as notified by the other Party from time to time.

(h) Survival: The following clauses survive termination or expiration of this Agreement: 7 (Fees & Expenses), 8 (Coordinator), 9 (Intellectual Property), 10.3 (Confidential Information), 15(a)(b)(d) and this clause (h) (General Provisions), and 2.6 (Program Courses) to the extent applicable to those Program Students already enrolled or accepted by the University at the time of termination or expiration.

EXECUTED AS AN AGREEMENT

MICHAEL WESLEY
Deputy Vice-Chancellor (Global, Culture & Engagement)

UNIVERSIDAD DE MELBOURNE

ALEJANDRA BOGADO TERVIT
General Director
General Direction of Training for Development
MINISTRY OF ECONOMY AND FINANCE

ANDREA PICASO
Vice Minister
VICE MINISTRY OF HUMAN RESOURCES
AND ORGANIZATIONAL MANAGEMENT
MINISTRY OF ECONOMY AND FINANCE

SCHEDULE

ITEM 1 – COORDINATORS

University of Melbourne Coordinator:
Te Cooper
Partnerships & Planning Operations Manager
Te.cooper@unimelb.edu.au
+61 3 9305 5496

BECAL Coordinator:
Alejandra Bogado Tervit
Directora General
Dirección General de Formación para el Desarrollo, dependiente del Viceministerio de Capital Humano y Gestión Organizacional
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 (+595) 21 414-6925

ITEM 2 – INVOICE DUE DATES
Invoices for Semester 1 will be issued on April 1st with payment due within 4 weeks from invoice issue date.
Invoices for Semester 2 will be issued on September 1st with payment due within 4 weeks from invoice issue date.

ITEM 3 – DISCOUNT AMOUNT
Variations to the 10% tuition fee Discount (if applicable):

Faculty	Discount amount
Faculty of Architecture, Building & Planning	15%
Faculty of Arts	15%
Faculty of Business and Economics	15%
Faculty of Engineering and Information Technology	15%
Faculty of Fine Arts and Music	15%
Melbourne Graduate School of Education	15%
Melbourne Law School	15%
Faculty of Medicine, Dentistry and Health Sciences	15%
Faculty of Science	15%

ITEM 4 – MODIFICATION TO CONFIRMATION OF ENROLMENT (COE) DOCUMENTATION

Addendum notes on Confirmation of Enrolment (CoE) to recognise excellence and beneficiary of the BECAL Paraguay Program):

Background

In recognition of the excellence of BECAL Paraguay program, beneficiaries studying a graduate master's by coursework degree currently receive an automatic scholarship in the form of a 15% fee remission. The Confirmation of Enrolment does not currently reflect this fee remission in the total tuition costs outlined in the document. This difference had led to student concern that they will not receive the fee remission and does not align with the fee Becal Paraguay anticipates for their records and documentation.

According to Department for Home Affairs policy, The University of Melbourne must publish the full tuition fee value on the CoE and cannot make the relevant fee remission adjustments.

For implementation as part of the Acceptance Process by University of Melbourne

To be added in the Comments section of the CoE:

Faculty/Owning Organisational Unit	Comments
• Faculty of Arts • Faculty of Architecture, Building & Planning • Faculty of Business & Economics • Faculty of Engineering & Information Technology • Melbourne Graduate School of Education • Melbourne Law School • Faculty of Science • Faculty of Fine Arts & Music • Faculty of Medicine, Dentistry and Health Sciences	As part of the University's agreement with Becal Paraguay and as a Becal Paraguay beneficiary, this student will receive a 15% fee remission on the total tuition fee outlined above. This fee remission will be applied and represented in their Student Invoice and Statement of Liability.

ITEM 5 – SPONSORSHIP OF ENGLISH LANGUAGE INTENSIVE COURSE FOR OVERSEAS STUDENTS (ELICOS)

The University will assess on a case-by-case basis, full fee remission of 10-weeks or 20-weeks English language if required by BECAL students for a full packaged offer.