



SPONSOR PARTNER FEE AGREEMENT

**THE NATIONAL SCHOLARSHIP PROGRAM
«CARLOS ANTONIO LOPEZ»**

AND

THE UNIVERSITY OF SYDNEY

FOR A

USYD/BECAL JOINT SCHOLARSHIP PROGRAM



PARTIES

THE MINISTRY OF ECONOMY AND FINANCE OF THE REPUBLIC OF PARAGUAY ON BEHALF OF THE COORDINATION OF THE NATIONAL SCHOLARSHIP PROGRAM “CARLOS ANTONIO LOPEZ” (COORDINACIÓN DEL PROGRAMA NACIONAL DE BECAS “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 manages 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”).
- 1.4 Pursuant to this Agreement, eligible students supported by the BECAL will be eligible for the sponsor partner fee rate (“SPF”).

2. DEFINITIONS

In this Agreement:

“Agreement” means this Sponsored Student Scholarship Agreement.

“OSHC” means overseas health cover insurance;

“SSAF” means USYD’s Student Services Amenities Fee; and

“SPF” means USYD’s sponsor partner fee rate detailed in clause **Error! Reference source not found.**

3. PREVIOUS AGREEMENT

- 3.1 This Agreement replaces and supersedes a previous sponsored student scholarship agreement between the parties dated 8 June 2023 (“Previous Agreement”) with the effect from the commencement date of this Agreement.



- 3.2 The parties agree that any students already enrolled at USYD pursuant to the Previous Agreement will:
- (a) continue to be governed by the terms of the Previous Agreement; and
 - (b) not be eligible for the SPF under this Agreement.
- 3.3 This Agreement will only apply to students who commence at USYD during the term of this Agreement.

4. JOINT GRADUATE SCHOLARSHIP PROGRAM

- 4.1 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 Guarantee Letter"). Each Financial Guarantee 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 5 below. Invoicing arrangements, application timelines, and other information relevant to the administration of the Joint Graduate Scholarship Program are set out in Schedule 3.

5. FUNDING ARRANGEMENTS

- 5.1 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 30 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 upon receipt of an invoice from USYD.</p> <p>For other costs (living allowance, airfare, textbooks, and others included in BECAL's contracts with students): BECAL will make payments directly to students.</p>
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- 5.2 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 guide for each call. 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 guide for each call.
- 5.3 Any additional tuition costs not covered in clause 5.1, and any other costs or expenses associated with living and studying in Australia will be the responsibility of individual Paraguayan students.
- 5.4 The Joint Graduate Scholarship Program does not apply to the Master of Business Administration (MBA), Executive MBA (EMBA), USYD's study abroad and exchange programs, executive education programs, marketing, advertising, finance, international trade, and programs in related fields, courses offered in distance mode, or any Law Dual Degree pathway programs at USYD. The SPF is not available in conjunction with the Sydney International Student Award ("SISA")

6. CANCELLATION OF USYD/BECAL JOINT SCHOLARSHIP PROGRAM

- 6.1 USYD is entitled to withdraw the SPF from any sponsored student who:
- (a) does not adhere to the University's rules, policies, or procedures;
 - (b) does not meet and comply with the entry and continuing visa requirements of Australia;
 - (c) during their study at the University, becomes an Australian or New Zealand citizen, or a permanent resident of Australia; or
 - (d) is no longer supported by the Sponsor Partner; in this case, BECAL.
- 6.2 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.
- 6.3 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.



6.4 USYD and BECAL will advise students of the terms of this clause 6.

7. MARKETING AND ESOS ACT

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

7.2 By entering into this Agreement, BECAL also agrees to organise scheduled information sessions and other opportunities for USYD to promote its courses to prospective students, at no additional cost to USYD or BECAL.

7.3 BECAL agrees to make any reasonable changes to any of its advertising material that refers to the SPF arrangement, if requested by USYD, so as to ensure that the SPF arrangement and the roles of the parties are accurately reflected.

7.4 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”).

7.5 USYD is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (“CRICOS”). USYD’s CRICOS number is 00026A.

7.6 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.

8. TERM AND TERMINATION

8.1 This Agreement will come into effect as soon as of it has been signed by each of the parties and it will then remain in effect until 1 October 2027, unless terminated earlier.

8.2 Either party may terminate this Agreement by giving the other party three (3) months’ written notice.

8.3 This Agreement may also be terminated by mutual consent.

8.4 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.



- 8.5 If this Agreement expires or is terminated, the parties agree to continue to provide the 30 percent contribution of their tuition fee to students already enrolled at USYD and participating in the Joint Graduate Scholarship Program at the date of expiry or termination.
- 8.6 On termination of this Agreement the parties are released from the obligations to continue to perform the Agreement except those obligations in clauses 8.5 (Funding after Termination of Agreement), 9 (Disputes), 10 (Privacy and Personal Information), 11 (Confidential Information) and any other obligations that, by their nature, survive termination.
- 8.7 Each party will advise the other party in writing, no later than a month 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.
- 8.8 This Agreement may be varied if the proposed variation is put in writing and signed by each of the parties.
- 8.9 The Details of the individuals whose details are set out in Schedule 1 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.

9. DISPUTES

- 9.1 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”).
- 9.2 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.
- 9.3 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, the parties shall seek to resolve the matter amicably through good-faith negotiations. If no agreement is reached, the agreement shall be terminated without any further obligations between the parties. Notwithstanding the existence of a dispute, the parties must continue to perform their obligations under this agreement.

10. PRIVACY AND PERSONAL INFORMATION

- 10.1 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.

10.2 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.

11. CONFIDENTIAL INFORMATION

11.1 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 Confidential Information strictly confidential.

11.2 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.

11.3 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.

12. GENERAL

12.1 This Agreement, of which Schedule 1, Schedule 2 and Schedule 3 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.

12.2 In the event of any inconsistency between the body of this Agreement and its Schedules, the body of this Agreement will take precedence.



- 12.3 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.
- 12.4 Except as expressly set out in this Agreement, neither party has any authority to bind or act for the other party.
- 12.5 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.
- 12.6 This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 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.
- 12.12 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.



Signed as an agreement

<div>Signed for and on behalf of THE MINISTRY OF ECONOMY AND FINANCE OF THE REPUBLIC OF PARAGUAY ON BEHALF OF THE COORDINATION OF THE NATIONAL SCHOLARSHIP PROGRAM “CARLOS ANTONIO LOPEZ” by its duly authorised representatives:</div>	<div>Signed for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:</div>
<div><div></div><div><div>Ms Andrea Picaso</div><div>Vice Minister</div><div>Vice Ministry of Human Resources and Organizational Management</div></div></div>	<div><div><div>DocuSigned by:</div><div>kirsten andrews</div><div>8080A5B0C316437...</div></div><div><div>Ms Kirsten Andrews</div><div>Vice-President (External Engagement)</div></div><div>28-May-2025 8:46 PM PDT</div></div>
<div><div></div><div><div>Ms Alejandra Bogado Tervit</div><div>General Director</div><div>General Direction of Training for Development</div></div></div>	

SCHEDULE 1 – RESPONSIBLE OFFICERS AND CONTACT DETAILS

THE UNIVERSITY OF SYDNEY	COORDINATION OF THE NATIONAL SCHOLARSHIP PROGRAM “CARLOS ANTONIO LOPEZ”
<p>Relationship Management</p> <p>Thommy Gatling Head of International Partnerships and Development Sydney Future Students Level 4, Jane Foss Russell Building (G02) The University of Sydney NSW 2006 Tel: + 61 2 8627 8326 Email: international.sponsor@sydney.edu.au</p>	<p>Relationship Management</p> <p>Alejandra Bogado alejandra_bogado@hacienda.gov.py consultasbecal@hacienda.gov.py becariosbecasenelexterior@hacienda.gov.py</p> <p>Fátima Franco fatima_franco@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 becal_financiero@hacienda.gov.py consultasbecal@hacienda.gov.py</p>



SCHEDULE 2

APPLICATION AND SELECTION PROCESS

1. To be eligible for the SPF arrangement, an applicant must not have already commenced or completed a course at USYD.
2. Applicants wishing to be considered for the SPF arrangement must first have secured an offer from USYD and meet all requirements set by BECAL.
3. BECAL's selection process for the scholarship Program is done twice a year.
4. BECAL will issue a Financial Support Letter to each of its chosen candidates for the SPF arrangement, and send a copy of the same to USYD's Relationship Manager.
5. Once BECAL provides a Financial Guarantee Letter to USYD, USYD will then issue an updated offer which includes the SPF rate. The new offer will automatically supersede the previous offer(s).
6. Applicants can then accept the offer, and will not need to pay a commencement fee. BECAL cannot accept an offer on behalf of an applicant.



SCHEDULE 3 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 master's 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. Beneficiaries can use the scholarship to cover the full or partial costs of their graduate studies abroad.
4. Once students are selected and notified as beneficiaries of BECAL, they decide the allocation of this scholarship at the moment of signing the contract, taking into account the maximum amounts mentioned in items 1 and 2 above. As a general rule, the beneficiary can allocate approved remaining financial support on the following cost items:
 - Economy class round-trip airfare.
 - One-time fee visa allowance.
 - Health insurance per academic year.
 - One-time fee settling allowance.
 - Living allowance.
 - Textbooks, materials and qualified electronic signature allowance per academic year.
 - One-time settling allowance upon awardee return to the Republic of Paraguay.
5. BECAL clearly informs the beneficiaries, which of the above items are payable directly to them and to the universities or service providers. This is also settled in the contract signed between BECAL and each awardee.
6. As a default position, unless otherwise confirmed to the University by a beneficiary or BECAL, the University will invoice BECAL for the following:

Subject matter	University to invoice BECAL?
Tuition	YES
Overseas Health Cover Insurance (OSHC)	NO (this will be the responsibility of students)
Student Services and Amenities Fee (SSAF)	YES

7. BECAL's scholarship is granted in US Dollars. 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 or other costs as per item 6 of this Schedule 2.
8. BECAL pays annual tuition fees directly to USYD in two installments upon invoice from USYD. USYD will invoice USYD twice a year:



- For beneficiaries who are enrolled in USYD's semester 1, USYD will submit the corresponding invoice to BECAL not later than 30 April;
 - For beneficiaries enrolled in USYD's semester 2, USYD will submit the corresponding invoice to BECAL no later than 30 September.
9. Invoices issued by USYD have payment terms of 30 days.
10. 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.