



**Collaborative Agreement
between
Monash University and Fundación Guatefuturo**

Monash University (“Monash”) and Fundación Guatefuturo (“Guatefuturo”) both have an interest in strengthening bilateral co-operation in the field of education between Guatemala and Australia, and enhancing the links between Monash and its academic counterparts in Guatemala. An important means of fostering such co-operation and links is the provision of loan-scholarship opportunities to talented Guatemalan students wishing to pursue any masters and doctoral degrees at Monash. The purpose of this agreement is to provide shared financing for Guatemalan graduate students at Monash University, within the framework of a joint graduate loan-scholarship program.

The joint graduate loan-scholarship program will operate as follows:

1. This agreement is limited to study at a Monash Australian campus.
2. Students in Guatemala interested in the program will seek their admission, following the normal application procedures, and meeting all the standard admission requirements established by Monash, Australia, including all English language requirements.
3. Students unconditionally accepted by Monash will submit a loan-scholarship application to Guatefuturo, following the normal application procedures, and meeting all the standard requirements established by Guatefuturo.
4. Students who are offered a place for full-time study in Monash and who are selected for a loan-scholarship by Guatefuturo, will then be eligible for shared financing under this agreement.
5. Monash reserves the right to make final judgments on the admissibility of each sponsored student who applies.
6. Monash will provide a scholarship of 10% off the tuition fees to all accepted eligible students.
7. Guatefuturo will provide the remainder of the tuition and fees, as well as a stipend for living expenses, according to its established norms, i.e. up to US\$25,000 per year for a maximum of two years. Students will have to provide from other sources any further amount required to meet the full costs of their programme of study and all other costs and expenses during the period of their enrolment at Monash, Australia.
8. Guatefuturo will inform Monash of successful scholarship applicants by sending the list of Guatefuturo applicants selected as beneficiaries of the scholarship provided by Guatefuturo.

9. Each institution will designate a named coordinator to implement and monitor the programme. The named coordinators are:

For Monash:
Joe De Pasquale
Senior Manager
Global Engagement

For Guatefuturo:
Marta Barrera de Donis
Programs Coordinator

10. In particular, named coordinators will be responsible for ensuring:

- a) That Monash provides Guatefuturo with all relevant promotional material and prospectuses in order to encourage interest in its programs in Guatemala.
- b) That Monash provides all Guatemalan students unconditionally accepted in Monash with information about the loan-scholarship program and encourages them to contact and submit an application to Guatefuturo.
- c) That Guatefuturo forwards details of the selected students to Monash.
- d) That the necessary financial arrangements, including the 10% discount, are made for confirmed students.

11. Both institutions will publicise the agreement to prospective Guatemalan graduate students.

12. Responsibilities of Monash.

- a) Monash will enrol all admissible students as full-time, students for the duration of their respective scholarships.
- b) Monash will provide an orientation for Guatefuturo students.
- c) Monash will provide advice on housing options to Guatefuturo students and on any procedures to be followed.
- d) Monash will provide the appropriate academic counselling and other support to Guatefuturo Students.

13. Responsibilities of Students.

- a) Students must remain enrolled at Monash throughout their participation in the Masters or PhD program at Monash.
- b) Students are required to obtain, at their own expense, an appropriate visa for the defined study period in Australia. Monash will provide any necessary documentation to support the visa application.
- c) Students from Guatefuturo attending Monash must obtain Australian health insurance appropriate for overseas students.

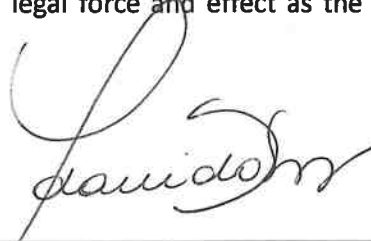
- d) Students must abide by all rules and regulations of Monash and are subject to the normal disciplinary policies of Monash.
 - e) Students will be responsible for the following costs:
 - i) accommodation;
 - ii) transportation, except for airport pickup upon their arrival, which will be arranged by Monash;
 - iii) health insurance and medical expenses;
 - iv) insurances covering travel and personal liabilities incurred while not on the Monash campus;
 - v) textbooks, clothing, food and other personal expenses;
 - vi) passport and visa/permit costs;
 - vii) all debts incurred during the course of the program.
14. It is understood by Guatefuturo that Monash, when accepting sponsored students, must conform to appropriate requirements of 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*. Guatefuturo 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.
15. It is understood by Guatefuturo 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.
16. Guatefuturo 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.
17. Additional information on these Acts will be supplied by Monash on request.
18. This agreement shall be governed by the laws of the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.
19. This agreement shall remain in force from the date of last signature by the undersigned representatives of each party and may be reviewed or renegotiated at the request of either party.
20. The 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.
21. The agreement may be amended or extended by mutual consent in writing by the parties.

22. If this agreement were translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.
23. This Agreement may be executed in counterparts, which taken together will constitute one document. Counterparts may be exchanged by digital scan which may be relied upon by the receiving party as having the same legal force and effect as the original signed counterpart.



Professor Abid Khan
Deputy Vice-Chancellor (Global Engagement)
Monash University

Date: 16 Sept 2015



Yolani Soto Menegazzo
Executive Manager
Guatefuturo

Date: 21. Sept. 2015