



**COLLABORATIVE AGREEMENT FOR THE ESTABLISHMENT OF A SCHOLARSHIP PROGRAM BETWEEN THE NATIONAL PROGRAM OF FOREIGN POSTGRADUATE SCHOLARSHIP «DON CARLOS ANTONIO LÓPEZ» AND DEAKIN UNIVERSITY.**

**1. STATEMENTS**

1.1. This agreement is made between the National Program of Foreign Postgraduate Scholarships "Don Carlos Antonio López" (Programa Nacional de Becas de Postgrado en el Exterior "Don Carlos Antonio López") of the Republic of Paraguay (hereinafter **BECAL**) and **Deakin University**, a body politic and corporate established pursuant to the Deakin University Act 2009 (Vic) of 1 Gheringhap Street, Geelong, Victoria, 3220 Australia (hereinafter **Deakin**), jointly referred as the "Parties" herein. -----

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

1.3. BECAL and Deakin by entering into this agreement, aim to foster cooperation and enhance the links between both institutions, and agree to establish and administer the 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 Paraguayan students wishing to pursue postgraduate research programs, namely masters by research and doctoral programs.-----

**2. AGREEMENT**

The Parties agree that the Scholarship Program will operate as follows: -----

2.1. Paraguayan students interested in the Scholarship Program will seek admission to Deakin's postgraduate research degree programs including the masters by research and doctoral programs, following the normal application procedure and meeting Deakin's standard admission requirements.-----

2.2. Students who do not meet Deakin's English language requirements may apply to Deakin and be made a conditional offer, with enrolment in Deakin's postgraduate research degree program contingent upon the student meeting Deakin's English language requirements.--

2.3. Admittance to Deakin's postgraduate research degree programs will be conditional upon the student being awarded funding under this collaborative agreement.-----

2.4. Paraguayan students provided with an offer of admittance to Deakin's postgraduate research degree program will submit a scholarship application to BECAL, following its application procedures and meeting all the requirements established by BECAL.-----





2.5. BECAL will inform Deakin of the successful Sponsored Students by sending a list of selected students to Deakin at the end of the evaluation period.-----

2.6. Only the Paraguayan students proposed by BECAL will be eligible for the scholarship offered under this collaborative agreement.-----

2.7. Students nominated to Deakin by BECAL must meet the standard admission requirements established by Deakin from time-to-time.-----

2.8. Pursuant to **clause 2.2**, Deakin may make conditional offers of admission to students, which will become final offers upon the student meeting Deakin’s English language requirements.-----

2.9. Paraguayan students who have been selected for entry to Deakin’s masters by research or doctoral degree program and do not meet Deakin’s English language requirements may seek admission to the Deakin University English Language Institute (DUELI) in Australia for a maximum duration of 20 weeks English language training.-----

- a) Students seeking entry to DUELI must have a minimum IELTS score of 6.0 overall, with no band less than 5.5 or equivalent English language competency results as accepted by Deakin.-----
- b) Deakin will provide a DUELI tuition fee waiver for a maximum duration of 20 weeks.-----
- c) Students undertaking English language training at DUELI will be responsible for all other expenses related to their stay in Australia including living expenses, travel expenses, overseas student health cover (OSHC), textbooks, equipment and other incidental expenses.-----

2.10. Deakin retains sole decision-making authority over which applicants are admitted into its postgraduate research degree programs.-----

2.11. Deakin will provide a scholarship of:-----

- a) 20% of the tuition fee per year to Sponsored Students enrolled in Deakin’s masters by research program for a maximum duration of 2 years per student, applied in equal instalments per trimester.-----
- b) 20% of the tuition fee per year to Sponsored Students enrolled in Deakin’s doctoral program for a maximum duration of 4 years per student, applied in equal instalments per trimester.-----
- c) General tuition fee information for Deakin programs is available online at: <http://www.deakin.edu.au/international-students/getting-into-deakin/fees>.-----



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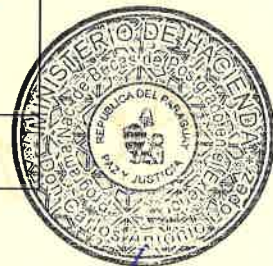
2.12. BECAL will pay Deakin the remainder of tuition fees for participating Sponsored Students. Deakin will invoice BECAL at the commencement of each academic year of the students program.-----

2.13. BECAL will pay participating Sponsored Students a stipend for living expenses, overseas health cover (OSHC) and travel expenses according to its established norms for the duration of the program (4 years for doctoral program, 2 years for masters by research program).-----

2.14. 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 Deakin 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 Deakin.-----
- b) That Deakin provides to BECAL with all relevant promotional material and prospectuses in order to encourage interest in its programs in Paraguay.-----
- c) That BECAL provides Deakin with institutional information on BECAL and pertinent details of this Scholarship Program.-----
- d) BECAL will provide the necessary financial arrangements for confirmed and selected Paraguayan Sponsored Students.-----
- e) 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.-----
- f) The designated current representatives of this agreement are:-----

For Deakin	For BECAL
Prof Peter Hodgson	Federico Mora Peralta
Deputy Vice-Chancellor Research Deakin University	General Coordinator National Program of Foreign Postgraduate Scholarships "Don Carlos Antonio López"
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### 3. RESPONSIBILITIES OF DEAKIN

3.1 In addition to the provisions set out in clauses 2.9 and 2.11, Deakin will:-----

- a) Enrol all confirmed and selected Paraguayan Sponsored Students as full time students, based in Australia at one of Deakin's campuses for the duration of their enrolment.-----

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- b) Provide an orientation and induction program for the Sponsored Students.-----
- c) Provide advice on housing options to Sponsored Students and on any procedures to be followed.-----
- d) Provide the appropriate academic counselling and other support to 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 to be able to undertake the nominated course at Deakin.-----

4.2. Pursuant to **clause 2.13**, BECAL will be responsible for payment of living allowances according to its established norms. However, it is understood by BECAL that the living allowances will be paid according to the prevailing level of the Research Training Program 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.-----

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 Scholarship Program. 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 accordance and compliance with the specific responsibilities for Sponsored Students listed on section 5.2 of this agreement.-----

**5. RESPONSIBILITIES OF STUDENTS**

5.1. In order to maintain the financial support and benefits described in this Scholarship Program Agreement, Paraguayan Sponsored Students are responsible for remaining enrolled at Deakin throughout the masters by research or doctoral program.-----

5.2 Paraguayan Sponsored Students are required to obtain an appropriate visa for the defined study period in Australia. Deakin will provide the necessary documentation to support the visa application and BECAL will provide the financial support described in section 4.5.-----



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5.3 Paraguayan Sponsored Students attending Deakin's campuses in Australia 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 Deakin and subject to the normal disciplinary policies of Deakin, as well as to BECAL scholarships applicable program rules.-----

**6. AUSTRALIAN LEGISLATION**

6.1 BECAL acknowledges that Deakin 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 Deakin or its courses without the prior written approval of Deakin to such marketing or promotion and any materials to be used. This is required to ensure that Deakin meets its obligations under the ESOS Act.-----

6.3 BECAL acknowledges that Deakin 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.-----

6.4 BECAL undertakes not to engage in any act, which may result in Deakin 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.-----

**7. SETTLEMENTS OF DISPUTES**

7.1. Matters not included in this agreement or those related to it, will be solved wherever possible by mutual 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.-----



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7.3. If the dispute cannot be settled between the Parties within ninety days, the matter shall be referred under the Rule of Arbitration of International Chamber of Commerce (ICC) to a single arbitrator appointed by agreement between the Parties or, failing agreement within thirty days after either party has notified the other in writing of its intention to refer the matter to an arbitrator, to be decided by the International Chamber of Commerce (ICC).-----

**8. FINAL PROVISIONS**

8.1. The present agreement shall come into effect on the date of its last signature by the designated 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 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 days' notice to the other Party in writing. Sponsored students enrolled at Deakin 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. This agreement is to be signed in two originals in English, both texts being identically authentic.-----

**Professor Peter Hodgson**  
Deputy Vice-Chancellor Research  
Deakin University



**Lea Giménez**  
Minister of Finance  
Republic of Paraguay

**Nelson Federico Mora**  
General Coordinator  
BECAL