



Ministerio de
HACIENDA



BECAS
DON CARLOS
ANTONIO LÓPEZ
Excelencia es futuro





Collaboration Agreement

The University of Newcastle

And

**The Ministry of Finance of the Government of the Republic of Paraguay
– National Scholarship Program «Don Carlos Antonio López».**





Schedule – Details

University	The University of Newcastle ABN 15 736 576 735 of University Drive, Callaghan New South Wales 2308, Australia
Sponsor	The Ministry of Finance of the Republic of Paraguay, on behalf of the "Don Carlos Antonio López" National Scholarship Program (hereinafter BECAL or Sponsor), residing at: Chile No. 252 between Palma and Pte. Franco of the City of Asunción
Commencement Date	1 July 2020
Expiry Date	31 December 2024
University address for notices	Mr Dary Milani Director, International & Partnerships Global Engagement & Partnerships University Drive, Callaghan New South Wales 2308, Australia Telephone: +61 2 4921 5673 Email: dary.milani@newcastle.edu.au
Sponsor address for notices	Nelson Federico Mora General Coordinator of the Program Ministry of Finance Chile No. 252 between Palma and Pte. Franco of the City of Asunción Telephone: +595 21 440 007 Email: nelson_mora@hacienda.gov.py
Sponsor Fees	The Sponsor may award scholarships of up to: <ul style="list-style-type: none"> - US\$10,000 for undergraduate programs; - US\$50,000 for master programs; - US\$90,000 for PhD or MPhil programs. <p>The scholarships will be distributed according to the Sponsor's established priorities of 'Financial Limits' for the purposes of this Agreement.</p> <p>The Sponsor has identified the following propriety areas for scholarships:</p> <ul style="list-style-type: none"> - Master degrees in Education; - PhD or MPhil programs; - Degree mobility.
University Financial Services representative	Ms Lisa Bellamy Revenue Accounting, Financial Services Telephone: +61 2 4921 8794 Email: FinServ-TPC@newcastle.edu.au
University Global Office representative	Ms Djoeke van Loon Manager Global Mobility Grants and Sponsorship Telephone: +61 2 4921 7131 Email: djoeke.vanloon@newcastle.edu.au





Sponsor Contract Manager	Lilian Guccione Telephone: +595 21 440 007 Email: lilian_guccione@hacienda.gov.py												
Sponsor Financial Coordinator	María Liz Caballero Telephone: +595 21 440 007 Email: becal_financiero@hacienda.gov.py												
Invoicing Details	The University will invoice the Sponsor for the Sponsor Fees upon the confirmation of the Sponsored Students' enrolment at the University.												
Payment Details	<p>Invoices issued by the University to the Sponsor must be paid within 30 days of the date of the invoice. All payments of Sponsor Fees must be made to the University account:</p> <table border="1"> <tr> <td>Account Name:</td> <td>The University of Newcastle</td> </tr> <tr> <td>Bank:</td> <td>Commonwealth Bank of Australia</td> </tr> <tr> <td>Branch:</td> <td>University of Newcastle, University Drive, Callaghan, NSW, 2303, Australia</td> </tr> <tr> <td>BSB No:</td> <td>062-831</td> </tr> <tr> <td>Account No:</td> <td>00050016</td> </tr> <tr> <td>Swift Code:</td> <td>CTBAAU2S</td> </tr> </table>	Account Name:	The University of Newcastle	Bank:	Commonwealth Bank of Australia	Branch:	University of Newcastle, University Drive, Callaghan, NSW, 2303, Australia	BSB No:	062-831	Account No:	00050016	Swift Code:	CTBAAU2S
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Account No:	00050016												
Swift Code:	CTBAAU2S												
Special conditions	Nil												





Execution

Executed as an Agreement

Executed by an authorised person of the **University of Newcastle** ABN 15 736 576 735 in the presence of:

Mr Dary Milani

Signature of witness

Mellissa Goad

Name of witness

Date: 27.1.21

Executed by an authorised person of **Government of the Republic of Paraguay** in the presence of:

Mr Oscar Llamosas Díaz

Mr Federico Mora

Signature of witness



Name of witness

Date: 16-12-20



Background

- A. The Sponsor provides financial support to international students undertaking tertiary study at Australian universities.
- B. The University Newcastle (University) and BECAL of the Government of the Republic of Paraguay (Sponsor), represented by Nelson Federico Mora Peralta, both have an interest in strengthening bilateral co-operation in the field of education, and strengthening ties between the University and the “Don Carlos Antonio López National Scholarship Program” managed by the Sponsor’s Ministry of Finance.
- C. An important means of fostering such co-operation and ties is the provision of scholarship opportunities to talented young Paraguayan students wishing to pursue undergraduate, postgraduate and higher degree by research programs at the University.
- D. The purpose of this agreement is to provide shared financing to students within the Don Carlos Antonio López Scholarship Program (BECAL) who attend the University, within the framework of a joint coursework and research postgraduate scholarships.
- E. The Sponsor wishes to support Sponsored Students to study at the University.

Operative Part

1. Term

This Agreement comes into operation on the Commencement Date and continues until the Expiry Date, or unless terminated earlier in accordance with clause **¡Error! No se encuentra el origen de la referencia..**

2. Sponsor obligations

- (a) The Sponsor acknowledges that it is a condition of a Sponsored Student’s enrolment at the University that the Sponsor Fees are paid in full for each unit of study.
- (b) The University will invoice the Sponsor for the Sponsor Fees in accordance with the Invoicing Details and in accordance with the Financial Limits.
- (c) The Sponsor must pay invoices issued by the University in accordance with the Payment Details and any terms included in the invoice or in this Agreement.
- (d) The University may separate the Sponsor Fees into multiple invoices covering OSHC, SSAF Fees, ELICOS Fees and Tuition Fees (as applicable).
- (e) The University will work with the Sponsor in a timely manner to correct any error in an invoice.
- (f) The Sponsor acknowledges that any Late Payment of Sponsor Fees may result in:
 - (i) the cancellation of enrolment of a Sponsored Student; and/or





- (ii) a Negative Service Indicator being lodged against the Sponsored Student, preventing them from accessing their academic record or graduating from the University.
- (g) A Late Payment becomes a debt due and payable to the University 30 days after payment is due under a relevant invoice (Recoverable Debt).

3. **Withdrawal after Census Date**

If a Sponsored Student withdraws from a unit of study after the Census Date, any refund of any portion of the Sponsor Fees to the Sponsor will be determined by the University at its discretion.

4. **Admission and enrolment**

The scholarship program will operate as set out below:

- (a) Paraguayan students may seek admission to the University, following the normal application procedures, and meeting all the standard admission requirements established by the University from time to time, including all English language requirements.
- (b) The University retains sole decision-making authority over which applicants are admitted into its programs.
- (c) Paraguayan students admitted each year for full-time study at the University will be eligible for shared financing under this Agreement.
- (d) These Paraguayan students will be selected by the BECAL program and proposed to the University, in order to apply for the scholarship and obtain the corresponding financing pursuant to paragraph 4, below.
- (e) Only the Paraguayan students proposed by the BECAL program will be eligible for the scholarship offered under this collaborative agreement. The BECAL Program's selection process shall be compliant with the nondiscrimination provisions of Paragraphs 12 and 13 herein.
- (f) The BECAL program team will notify the University of all required information regarding the proposed student(s) to enable the University to implement the scholarship, and the University will inform the BECAL program regarding the awarding of the scholarship and other appropriate information regarding the student's performance and status in the program.
- (g) The selection process and criteria for participating students for the scholarship envisioned by this Agreement will not discriminate on the basis of race, color, sex, gender, pregnancy, religion, creed, marital status, partnership status, age, sexual orientation, national origin, disability, military status, or any other legally protected status.
- (h) Enrolled students will be subject to all applicable policies and practices of the University. Students who enroll in any University program are expected to complete all academic work and examinations required by the instructors of their courses and will be evaluated and graded according to the normal practices of the University. The grades they have earned will be recorded in the University's Student Information System.
- (i) The University reserves the right to terminate or cancel the enrolment of any student at any time in the event that the student's academic work or personal behavior warrants that action.





5. Tuition Fee waivers, discounts and scholarships

- (a) Any Tuition Fee waivers or discounts, other than those set out in this Agreement, will be discussed between the parties and the University will notify BECAL in writing of any Tuition Fee waivers or discounts offered by each degree, updating the list of Tuition Fee waivers and discounts annually.
- (b) Any Tuition Fee waivers or discounts agreed under Clause 5(a) will discontinue if this Agreement is terminated under Clause 7 or otherwise expires.
- (c) General information regarding Tuition Fees at the University is available on the University's website at:
<https://www.newcastle.edu.au/current-students/study-essentials/fees-scholarships/types-of-tuition-fees>
- (d) The parties agree to cooperate regarding publicizing and promoting the scholarship to prospective graduate students applying to the BECAL program.
- (e) The University agrees that additional students from the BECAL Program may be eligible for other scholarships offered by the University which fall outside this Agreement.
- (f) Sponsored students will be responsible for all other fees and costs not specifically covered in this Agreement, including but not limited to:
 - visa application fees;
 - overseas student health cover (OSHC);
 - textbooks and equipment;
 - other incidental expense.
- (g) Each Sponsored Student will be responsible for obtaining any necessary visa and other governmental permissions as may be necessary to enable travel to and study at the University.
- (h) The University provide its customary assistance to the Sponsored Students in securing the immigration documents necessary to study at its institution.
- (i) The Sponsored Students will pay any fees that University normally charges citizens of other countries for those services.
- (j) Sponsored Students will be required to take out and maintain overseas student health cover in accordance with Australian requirements for overseas students.

6. Coordinators

- (a) Each party will designate a named coordinator (in the Schedule – Details) who will have responsibility for implementing and monitoring the program.
- (b) In particular the coordinators will be responsible for ensuring that:
 - (i) The University and the Sponsor provide prospective Sponsored Students with information and guidance on their program of interest, and on applying for admission to the University;
 - (ii) The University provides the Sponsor with all relevant promotional material and prospectuses in order to encourage interest in its programs.





7. Termination

- (a) Either party may terminate this Agreement on 30 days' written notice to the other party.
- (b) In the event of an early termination, the parties agree to continue to extend the benefits envisioned by this Agreement to all students who have commenced their studies at the University and who have been awarded a scholarship under this Agreement, subject to all standard eligibility requirements of each party.

8. Privacy

The University will only disclose Personal Information about a Sponsored Student (including the Sponsored Student's academic results) to the Sponsor where the Sponsored Student has expressly consented to the disclosure.

9. Sponsor benefits

The University will include the Sponsor on the University's list of approved sponsors for the duration of this Agreement.

10. Disputes

- (a) Any differences which arise regarding the interpretation, application or execution of this Agreement, as well as any other document which may be derived from this Agreement, will be communicated in writing to the other party.
- (b) The parties agree to commit their utmost efforts towards resolution of any disputes arising under this Agreement.

11. Force Majeure Events

Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under this Agreement, where such failure arises from or in connection with causes reasonably beyond such party's control, including but not limited to: Acts of God, global health emergencies, pandemics and epidemics, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights of way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a 'Force Majeure Event').

