

COLLABORATIVE AGREEMENT FOR THE ESTABLISHMENT OF A SCHOLARSHIP PROGRAM

BETWEEN

“FUNDACION HONDUFUTURO” (HONDUFUTURO FOUNDATION)

AND

MONASH UNIVERSITY

1. STATEMENTS

1.1. This agreement is made between “*Fundacion Hondufuturo*” (“**HONDUFUTURO**”) (Hondufuturo Foundation) a non-profit foundation of Ed. Plaza Ficohsa, Col. Payaqui, Boulevard San Juan Bosco, 4th floor, Tegucigalpa city, Honduras and **Monash University**, a body corporate established under the Monash University Act 1958 (Vic) and constituted under the Monash University Act 2009 (Vic) of Wellington Road, Clayton Victoria, Australia (“**MONASH**”), jointly referred as the “Parties” herein.

1.2. HONDUFUTURO and MONASH University share an interest in strengthening bilateral cooperation in the field of education between Honduras and Australia and enhancing the links between MONASH and its academic counterparts in Honduras.

1.3. HONDUFUTURO and MONASH by entering into this agreement, aim to foster cooperation and enhance the links between both institutions, and agree to establish and administer the MONASH/HONDUFUTURO JOINT 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 all interested Hondurans students wishing to pursue postgraduates programs.

2. AGREEMENT

The Parties agree that the MONASH/HONDUFUTURO JOINT SCHOLARSHIP PROGRAM will operate as follow:

2.1. Hondurans students interested in this program will seek admission, to postgraduate programs including Master’s by coursework, research, and doctoral programs offered by MONASH University following the normal application procedures and meeting all the standard admission requirements including all English language requirements established by MONASH.

2.2. Hondurans students unconditionally accepted by MONASH will submit a scholarship application to HONDUFUTURO, following its application procedures and meeting all the requirements established by HONDUFUTURO.

2.3. Honduran students who are selected as beneficiaries of the scholarship program offered by HONDUFUTURO (Sponsored Students) will be eligible to be considered for shared financing under this agreement.

2.4. MONASH will provide a discount to the value of 20% of the tuition fees to all Honduran sponsored students enrolled in postgraduate degree programs at one of the campuses of Monash based in Australia.

2.5. HONDUFUTURO pledges to provide appropriate funding to Monash for Honduran sponsored students who are selected as beneficiaries of the program offered by HONDUFUTURO to be able to undertake the nominated course at MONASH University Australia.

2.6. Honduran sponsored students are responsible for obtaining financial resources to cover any additional costs required to meet other expenses that are not included in this MONASH/HONDUFUTURO JOINT SCHOLARSHIP PROGRAM, during the period of their enrolment at MONASH, in accordance with the student responsibilities detailed in section five of this agreement and detailed in Appendix 1 of this Agreement

2.7. For the purpose 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 MONASH and HONDUFUTURO provide prospective Honduran students with information on the programs of interest to the scholars and guidance on the process to apply to study at MONASH University.
- b) That MONASH provides to HONDUFUTURO with all relevant promotional material and prospectuses in order to encourage interest in its programs in Honduras.
- c) That MONASH provides all Honduran postgraduate students unconditionally accepted into MONASH, and encourages these students to contact and submit an application to HONDUFUTURO.
- d) HONDUFUTURO will inform MONASH of the successful sponsored students by sending a list of awardees to MONASH at the end of the evaluation period.
- e) That HONDUFUTURO provides MONASH with institutional information on HONDUFUTURO and pertinent details of this MONASH/HONDUFUTURO JOINT SCHOLARSHIP PROGRAM.
- f) HONDUFUTURO will provide the necessary financial arrangements for confirmed and selected Honduran sponsored students.
- g) 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.
- h) The designated current representatives of this agreement are:

FOR MONASH	FOR HONDUFUTURO
Mr. Joe De Pasquale	Mrs.: Fabiola Ráquel Arita
Senior Manager, Global Engagement, Office of President and Vice-Chancellor	Executive Director
Phone: +61 3 9902 4924	Phone: + (504) 2239-6665
Email: joe.depasquale@monash.edu	Email: fabiola.raquel@hondufuturo.org

3. RESPONSIBILITIES OF MONASH

3.1. MONASH will enrol all confirmed and selected Honduran sponsored students as full-time students for the duration of their enrolment.

3.2. MONASH will provide orientation for the sponsored students.

3.3. MONASH will provide advice on housing options to sponsored students and on any procedures to be followed.

3.4. MONASH will provide the appropriate academic counselling and other support to sponsored students.

4. RESPONSIBILITIES OF HONDUFUTURO

4.1. HONDUFUTURO will be responsible to provide appropriate funding to Honduran Sponsored Students who are selected as beneficiaries of the Scholarship program offered by HONDUFUTURO to be able to undertake the nominated course at MONASH University, according to the General Terms and Payment Schemes of HONDUFUTURO'S Loan Scholarship Program described in Appendix 1 of this Agreement.

4.2. HONDUFUTURO will be responsible for payment of living allowances according to its established norms and to the General Terms and Payment Schemes of HONDUFUTURO'S Loan Scholarship Program described in Appendix 1 of this Agreement. However, it is understood by HONDUFUTURO that the living allowances will be paid according to the prevailing level of the Australian Postgraduate Awards that is issued by the Australian Federal Government's Department of Education, Science and Training at the time of enrolment.

4.3. HONDUFUTURO will be responsible to cover appropriate medical insurance costs for the Sponsored Students as required by the current Australian International Students visa regulations, which is detailed in Appendix 1 of this Agreement.

4.4. HONDUFUTURO will facilitate the promotion of this arrangement on a year round basis, and will promote the Scholarships to be awarded under this the MONASH/HONDUFUTURO JOINT SCHOLARSHIP PROGRAM. Nevertheless, HONDUFUTURO understands that these activities are restricted to the compliance of the Australian legislation according to section six of this agreement.

4.5. HONDUFUTURO 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 and detailed in Appendix 1 of this Agreement. .

5. RESPONSIBILITIES OF STUDENTS

5.1. In order to maintain the financial support and benefits described in this MONASH/HONDUFUTURO JOINT SCHOLARSHIP PROGRAM, Honduran Sponsored Students are responsible for remaining enrolled at MONASH throughout their enrolment in the Masters or PhD program at MONASH.

5.2. Honduran Sponsored Students are required to obtain an appropriate visa for the defined study period in Australia. MONASH will provide the necessary documentation to support the visa application and HONDUFUTURO will provide the financial support described in section 4.5 and detailed in Appendix 1 of this Agreement.

5.3. Honduran Sponsored Students attending MONASH are responsible for obtaining the appropriate Health Insurance according to the Australian International Students' visa regulations. Moreover, it is understood that Honduran Sponsored Students are responsible for providing to HONDUFUTURO 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 all applicable MONASH regulations, policies, procedures and schedules that apply to their enrolment, conduct and studies at MONASH, as well as to HONDUFUTURO scholarships programmes rules applicable.

6. AUSTRALIAN LEGISLATION.

6.1. HONDUFUTURO acknowledges that MONASH 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. HONDUFUTURO 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.

6.2 HONDUFUTURO acknowledges 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.

6.3. HONDUFUTURO 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.

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.

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 Court of Arbitration (ICC).

8. FINAL PROVISIONS

8.1. The present agreement shall come into effect on the date of its last signature by the undersigned 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 MONASH at the time of the termination will be able to complete their agreed studies with the agreed financial support from HONDUFUTURO.

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. Each Party agrees that this agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the Parties' intention to be bound by this agreement as if physical signing had occurred.

8.6. This agreement may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes the agreement of each Party who has executed and delivered that counterpart. Each Party may communicate its execution of this agreement by successfully transmitting an executed copy of the agreement by an electronic method to each Party.

EXECUTED as an Agreement

SIGNED for and on behalf of
MONASH University by its
authorised officer:



Professor Susan Elliott AM

Provost and Senior Vice-President

Date: 22 May 2023

for **HONDUFUTURO**



Mrs Fabiola Ráquez Arita

Executive Director Hondufuturo

Date: