

Variation Agreement

THIS AGREEMENT is made on the 21st day of December 2016

MONASH UNIVERSITY (ABN: 12 377 614 012) of Wellington Road, Clayton, Victoria (Monash)

AND the party named in Item 1 of the Schedule (Contracting Party)

BACKGROUND:

- A. Monash and the Contracting Party entered into the document named in Item 2 of the Schedule (Document).
- B. The Document was varied in writing signed by the Parties on 5th May 2016. The Variation Agreement is annexed as Annexure B.
- C. Monash and the Contracting Party wish to vary the Document further in accordance with this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT, IT IS AGREED AS FOLLOWS:

1. Definitions

- 1.1 Terms which are defined in the Document and used in this Agreement have the meaning given to them in the Document, unless stated otherwise.

2. Effective date of variation

- 2.1 The effective date of this Agreement is the date set out in Item 3 of the Schedule (Effective Date).
- 2.2 Clause 2.1 does not affect any right or obligation arising before the Effective Date.

3. Variation


- 3.1 The parties agree that from the Effective Date, the Document will be varied in accordance with Item 4 of the Schedule.
- 3.2 Save for varying the Document as specified in this Agreement, all other provisions in the Document remain unchanged.

4. General

- 4.1 **Costs:** Each party remains responsible for its own costs and expenses in entering into this Agreement.
- 4.2 **Signatories:** The signatories to this Agreement warrant that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.
- 4.3 **Counterparts and Electronic Communications:** 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.

EXECUTED as an agreement

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

Signature: 

Name: Abid Khan

Date: 14 Feb, 2017

SIGNED for and on behalf of **FUNDACION PARA
EL FUTURO DE COLOMBIA** by its authorised officer:

Signature: 

Name: Jerónimo Castro Jaramillo

Date: December 21st, 2016

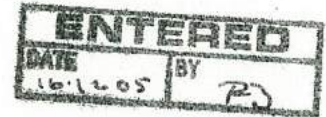
SCHEDULE

| Item | Description |
|----------------------|---|
| 1. Contracting Party | Fundacion para el Futuro de Colombia of CRA 15 No. 35-15, Bogota. |
| 2. Document | Collaborative Agreement dated 6 September 2004, a copy of which is annexed as Annexure A. |
| 3. Effective Date | The date this Agreement is signed by the last party to sign. |
| 4. Variations | The Document is varied as follows: <ol style="list-style-type: none">1. Clause 4 is deleted and replaced with: "MU will provide a scholarship of 15% of the tuition fees to all eligible students each semester. |

ANNEXURE A



MID B: 2352

**COLLABORATIVE AGREEMENT****BETWEEN****MONASH UNIVERSITY****AND****FUNDACIÓN PARA EL FUTURO DE COLOMBIA**

Monash University (MU) and the Fundación para el Futuro de Colombia (COLFUTURO) both have an interest in strengthening bilateral co-operation in the field of education between Colombia and Australia, and enhancing the links between MU and its academic counterparts in Colombia. An important means of fostering such co-operation and links is the provision of loan-scholarship opportunities to talented Colombian students wishing to pursue Postgraduate programs (OPG – Masters by Coursework) and Higher Degree Research programs (HDR – including Masters by Research, Masters of Philosophy and PhD) at MU. The purpose of this agreement is to provide shared financing for Colombian graduate students at MU, within the framework of a joint graduate loan-scholarship program.

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

1. Students in Colombia interested in the program will seek admission to the graduate programs offered by MU (OPG and HDR), following the normal application procedures, and meeting all the standard admission requirements established by MU, including all English language requirements.
2. Students with an unconditional offer from MU will submit a loan-scholarship application to COLFUTURO, following the normal application procedures, and meeting all the standard requirements established by COLFUTURO.
3. Students who are offered a place for full-time study at MU, and who are selected for a loan-scholarship by COLFUTURO, will then be eligible for shared financing under this agreement.
4. MU will provide a scholarship of 10% of the tuition fees to all eligible students. OPG students will receive support for one year and HDR students will receive support for three years.
5. COLFUTURO will provide the remainder of the tuition 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 program of study.
6. Each institution will designate a named coordinator to implement and monitor the program. In particular, named coordinators will be responsible for ensuring:

- a) that MU and COLFUTURO provide prospective Colombian scholars with information and guidance on their program of interest, and on applying to MU
- b) that the Academic Advising Center at COLFUTURO advise students to apply directly to MU, or with the assistance of the MU Marketing representative based in Colombia, Omayra Parra de Marroquin.
- c) that MU provides COLFUTURO with all relevant promotional material and prospectuses in order to encourage interest in its programs in Colombia *and which complies with Australian legislation + The ESCS Act*
- d) that MU provides all Colombian students with an unconditional offer for an MU program with information about the loan-scholarship program and encourages them to contact and submit an application to COLFUTURO
- e) that COLFUTURO forwards details of the selected scholars to MU
- f) that the necessary financial arrangements are made for confirmed scholars


The named coordinators are:

For MONASH UNIVERSITY:
Jim Zubic
Manager Scholarships

For COLFUTURO:
Rosa María Salazar
Academic Counselling Coordinator

7. Both institutions will publicise the agreement to prospective Colombian graduate students.

This agreement shall remain in force from the date of signature by the undersigned representatives of each party and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement on thirty days written notice to the other party.


Lindsay Yates
Director of Marketing,
MONASH INTERNATIONAL

Date:

6/9/04


Jerónimo Castro
Executive Director
COLFUTURO

Date:

21 jul 2004.

ANNEXURE B

Variation Agreement

THIS AGREEMENT is made on the _____ day of _____ 20____
MONASH UNIVERSITY (ABN: 12 377 614 012) of Wellington Road, Clayton, Victoria (Monash)
AND the party named in Item 1 of the Schedule (Contracting Party)

BACKGROUND:

- A. Monash and the Contracting Party entered into the document named in Item 2 of the Schedule (Document).
- B. Monash and the Contracting Party wish to vary the Document in accordance with this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT, IT IS AGREED AS FOLLOWS:

1. Definitions

- 1.1 Terms which are defined in the Document and used in this Agreement have the meaning given to them in the Document, unless stated otherwise.

2. Effective date of variation

- 2.1 The effective date of this Agreement is the date set out in Item 3 of the Schedule (Effective Date).
- 2.2 Clause 2.1 does not affect any right or obligation arising before the Effective Date.

3. Variation

- 3.1 The parties agree that from the Effective Date, the Document will be varied in accordance with Item 4 of the Schedule.
- 3.2 Save for varying the Document as specified in this Agreement, all other provisions in the Document remain unchanged.

4. General

- 4.1 **Costs:** Each party remains responsible for its own costs and expenses in entering into this Agreement.
- 4.2 **Signatories:** The signatories to this Agreement warrant that they have the authority to enter into this Agreement on behalf of the party they are stated to represent.
- 4.3 **Counterparts and Electronic Communications:** 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.

EXECUTED as an agreement

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

Signature: 

Name: _____

Date: 3 May 2016

SIGNED for and on behalf of **FUNDACION PARA
EL FUTURO DE COLOMBIA** by its authorised officer:

Signature: 

Name: _____

Date: 6 Apr 2016

SCHEDULE

| Item | Description |
|----------------------|--|
| 1. Contracting Party | Fundacion para el Futuro de Colombia of CRA 15 No. 35-15, Bogota. |
| 2. Document | Collaborative Agreement dated 6 September 2004, a copy of which is annexed as Annexure A. |
| 3. Effective Date | The date this Agreement is signed by the last party to sign. |
| 4. Variations | <p>The Document is varied as follows:</p> <ol style="list-style-type: none"> After the first sentence in the introduction, the rest of the text in the introduction is deleted and replaced with: "An important means of fostering such co-operation and links is the provision of loan-scholarship opportunities to talented Colombian students wishing to pursue Graduate Postgraduate ("GPG") coursework programs (a course of study that leads to the award of a graduate certificate, graduate diploma, postgraduate diploma or masters by degree by coursework) and Higher Degree Research ("HDR") programs (courses for which at least two-thirds of the total load for the course is research work and not more than one-third is course work. This includes higher doctorate, doctorate by research and masters by research), at MU. The purpose of the agreement is to provide shared financing for Colombian graduate students at MU, within the framework of a joint graduate loan-scholarship program." All references to "OPG" in the Document are to be read and construed as if they were references to "GPG". Clause 4 is deleted and replaced with: "MU will provide a scholarship of 15% of the tuition fees to all eligible students. GPG students will receive support for one year and HDR students will receive support for three years" Clause 6b) is deleted and replaced with: "that the Academic Advising Center at COLFUTURO advise students to apply directly to MU" The named coordinator for MONASH UNIVERSITY is deleted and replaced with: "Joe De Pasquale (Senior Manager: Government and Scholarship Engagement)" The final paragraph in the Document is deleted and replaced with: "This agreement will remain in force for a period of five (5) years from 1 March 2016, and may be reviewed or renegotiated at the request of either party before the expiry of the agreement. Either party may terminate the agreement by providing at least thirty (30) days prior written notice to the other party." |

J-C

ANNEXURE A

J-C