



COLFUTURO

UNIVERSITY OF
Southampton

**COLLABORATIVE AGREEMENT
BETWEEN
FUNDACIÓN PARA EL FUTURO DE COLOMBIA
AND
THE UNIVERSITY OF SOUTHAMPTON**

The *Fundación para el Futuro de Colombia* (COLFUTURO) and the University of Southampton share an interest in strengthening bilateral cooperation in the field of education between Colombia and the United Kingdom and promoting stronger ties between the two institutions to increase the financial support available for graduate studies of Colombian students.

The purpose of this agreement is to foster cooperation and enhance the links between the two institutions through the provision of shared financing for talented Colombian students admitted to graduate degree programs at the University of Southampton, within the framework of a Joint Graduate Loan-Scholarship Program.

The Joint Graduate Loan-Scholarship Program will operate as follows:

1. Colombian Students interested in this Joint Graduate Loan-Scholarship Program will seek admission to the graduate degree programs offered by the University of Southampton (Master's and Doctor of Philosophy Degrees), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by the University of Southampton.
2. Students admitted to graduate degree programs offered by the University of Southampton 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 graduate studies at the University of Southampton and who are selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible or considered for the shared financing under this agreement.
4. The University of Southampton will provide a scholarship of 15% of the tuition fees to all eligible students.
5. The University of Southampton will offer this financial support Master's students for a period of 1 year and for PhD students for the full duration of the program.
6. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, in accordance with its policies and procedures, i.e. up to USD25.000 annually for a maximum financing of two years, up to USD50.000.

7. The students are responsible for obtaining financial resources to cover other costs (that are not included in this Loan-Scholarship agreement) related to their program of study.
8. Students who are awarded a Colfuturo scholarship and are in receipt of the 15% scholarship from the University of Southampton will also be eligible to apply for additional scholarships from the University, (subject to Terms and Conditions), to supplement this.
9. Each institution will designate a coordinator to implement and monitor this Joint Graduate Loan-Scholarship Program. In particular, the designated coordinators will be responsible for ensuring that:
 - a. The University of Southampton and COLFUTURO provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to the University of Southampton.
 - b. The University of Southampton provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by the University of Southampton to encourage interest among prospective Colombian students.
 - c. The University of Southampton provides all Colombian students admitted to their graduate degree programs information on the Loan-Scholarship Program of COLFUTURO and encourages these students to contact and submit an application to COLFUTURO.
 - d. COLFUTURO informs the University of Southampton of successful candidates by sending the list of Colombian students admitted to the University of Southampton and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
 - e. The University of Southampton will select from the list mentioned in Numeral 9 item d, the students who will be granted the University scholarship mentioned in Numeral 4, when the number of joint scholars is limited. The University will then inform COLFUTURO of this decision.
 - f. COLFUTURO provides the University of Southampton with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I) and that the designated coordinator of the University of Southampton ensures that relevant authorities of the University of Southampton (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
 - g. Both institutions make the necessary financial arrangements for confirmed scholars.
 - h. Both institutions have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

10. The designated coordinators are:

For The University of Southampton:
 Sara Sandford
 Regional Director, Americas and Europe
 e-mail: s.sandford@soton.ac.uk
 Phone number: (44) 2380 594066

For COLFUTURO:
 Johanna Torres
 Academic Advising Director
 e-mail: johanna.torres@colfuturo.org
 Phone number: (57)1 3405394

Both institutions will promote the agreement to prospective Colombian graduate students.

11. Both Parties shall, at all times, both during the term of this Agreement and after its termination, maintain in strictest confidence and shall not directly or indirectly divulge or communicate to any third party without the other's prior written consent any financial, technical, commercial and/or other confidential information concerning the other or the subject matter of this Agreement except for information or materials which are required to be disclosed for the purposes of this Agreement, or information or materials in the public domain, provided that such information or materials do not come into the public domain

as a consequence of a breach of this Clause 11, or are information or materials which are required to be disclosed by law.

12. Except as provided by this Agreement:

- a. For the purposes of this clause Intellectual property rights, shall mean any patents trademarks service marks design rights (whether registerable or otherwise) applications for any of the foregoing, copyright, including rights in software and websites, database rights, trade or business names, know how, research and results, improvements and other similar intellectual property rights or obligations whether now known or future, whether registerable or not in any country.
- b. Neither Party shall make use of any Intellectual Property of the other without the express written consent of the other.
- c. Each Party acknowledges and agrees that the other is the proprietor of all Intellectual Property used on or in relation to the other's business and the goodwill relating thereto.
- d. Each Party acknowledges that the benefit of all use of any such Intellectual Property and the goodwill which accrues as a result of its use of such Intellectual Property shall inure to the other absolutely.
- e. Each Party hereby undertakes not to use such Intellectual Property at any time in a manner likely to prejudice any of the foregoing.
- f. Each Party undertakes not to use any such Intellectual Property in conjunction with any other brand or trade mark or other intellectual property (whether registered or unregistered) without the prior written consent of the other.
- g. Each Party shall ensure that its own logo(s) and/or trade-marks if incorporated in any Approved Promotional Material (only as expressly approved in writing by the other) are kept entirely separate from the other's Intellectual Property and shall not be used in any manner which could lead to confusion as to the ownership of the other's Intellectual Property.
- h. Each Party hereby specifically acknowledges that all of the other's Intellectual Property may only be used during the term of this Agreement in accordance with the terms of this Agreement. Upon termination of the Agreement each Party agrees that it will deliver up to the other or destroy any and all information and publicity and/or promotional materials whether supplied by the other or produced by either Party bearing the other's Intellectual Property which is in its possession custody or control at the time of such termination.

13. The Parties agree to ensure that, where personal data is obtained from prospective or registered students, prior consent of such students to the transfer of their personal information between the Parties including but not limited to admission, progression, marks and other relevant information is obtained and that those students understand that this data may be shared between the Parties.

14. The Parties undertake that they will have in place technical and organisational security measures to protect relevant data from unauthorised or unlawful processing and accidental loss or damage, sufficient to ensure compliance with the relevant data protection laws.

15. This Agreement shall remain in force from the date of signature of the last signature by the designated representatives of each party and may be reviewed or renegotiated at the request of either party.

16. Either Party may terminate the Agreement by providing at least thirty days prior written notice to the other party. Termination of this Agreement shall be without prejudice to any claims for fees due, damages or otherwise arising prior to termination irrespective of the cause of termination.

As to A

Professor Colin Grant
Vice-President International
The University of Southampton

Date: 15.06.17

Jerónimo Castro

Jerónimo Castro Jaramillo
Executive Director
COLFUTURO

Date: 29 jun 2017

Annex 1

General Terms and Payment Scheme of COLFUTURO Loan-Scholarship Program

1. COLFUTURO's financing system consists of a Loan-Scholarship of up to USD25.000 annually for a maximum financing of two years up to USD50.000.
2. The applicants for the Loan-Scholarship determine the amount to be requested from COLFUTURO in accordance with COLFUTURO's policies and procedures.
3. Successful applicants or beneficiaries of this program can use the Loan-Scholarship to cover the full or partial costs of their graduate studies abroad.
4. COLFUTURO's Loan-Scholarship is granted in US Dollars. All payments to beneficiaries (i.e, settling allowance and living allowance) are done in US Dollars but COLFUTURO can pay tuition to universities in other currencies. However, COLFUTURO beneficiaries have the obligation to assume any discrepancy arising from foreign exchange fluctuations, between the US Dollar amount requested to COLFUTURO and the other currencies.
5. COLFUTURO's selection process for the Loan-Scholarship Program is done yearly. Applicants can comply with documentary requirements when the on-line application becomes available by January 10th and up to February 28th. Results are published by the mid of May. These dates may change each call.
6. COLFUTURO notifies partner universities immediately regarding the results of the selection process by sending them the list of COLFUTURO beneficiaries admitted to their graduate degree programs.
7. Once students are selected and notified as beneficiaries of COLFUTURO, the latter arranges a meeting with the student to explain in detail, the terms and conditions of the Loan-Scholarship. The student who accepts these terms and conditions, decides the allocation of this Loan-Scholarship taking into account the maximum amounts mentioned in item 1. The beneficiary can allocate approved financial support on the following cost items:
 - Airfare
 - Settling Allowance (one-time payment of up to USD2.000)
 - Tuition
 - Health insurance
 - Living allowance (Up to USD1.300 per month. This amount can be increased by 25%, USD1.625, if student travels with family)
 - Text books and computer allowance (maximum USD2.000 per year)
 - Debtors insurance

COLFUTURO provides each beneficiary with a sponsorship letter indicating the total amount of the loan-scholarship.

8. COLFUTURO clearly informs the beneficiaries, which of the above items are payable directly to them and to the universities or service providers.
9. COLFUTURO pays annual tuition and fees (and health insurance, when this is included as part of the University's fees) directly to the universities in two installments:

For those beneficiaries who begin their programs during the second semester of the year:

- First payment: November 15th, Student must submit the corresponding invoice to COLFUTURO not later than October 31st
- Second payment: March 15th, Student must submit the corresponding invoice to COLFUTURO not later than February 28th

For those beneficiaries entering during the first semester of the year, the payment scheme is vice-versa, first payment in March and second payment in November.

10. The students are responsible for obtaining financial resources to cover other costs (that are not included in this Loan-Scholarship agreement) related to their program of study.
11. The students have financial responsibility towards the University; COLFUTURO will pay on their behalf. After the final payment is made by COLFUTURO, any outstanding balance, including those resulting from exchange rate fluctuations, must be covered by the student.
12. Starting 2017, this loan turns into a partial scholarship when the student returns to Colombia and resides in the country for a pre-established period. In order to qualify for the scholarship, the student must comply with all the requirements previously agreed with COLFUTURO. The scholarship is granted as follows: 20% for MBA programs and masters in the fields of administration and law, and 40% for masters in all other areas and all doctoral programs. Two additional 20% bonuses can be given as follows:
 - a. Beneficiaries who work full time in the public sector or as academic or researcher will receive 10% during the first year, 5% for the second year and 5% for the third year, to get up to 20%.
 - b. Beneficiaries who work in a city different from Bogotá or its metropolitan area will receive 10% during the first year, 5% for the second year and 5% for the third year, to get up to 20%.

The loan component must be paid by the beneficiary on a monthly basis, upon his or her return to Colombia, according to the established amortization period, which cannot exceed a 5-year term.

For all beneficiaries selected for 2016 or before the terms and conditions that would apply, are those which they had previously accepted.