

## COOPERATIVE FELLOWSHIP PROGRAM AGREEMENT

### **THE BOARD OF REGENTS BY AND ON BEHALF OF THE UNIVERSITY SYSTEM BY AND ON BEHALF GEORGIA INSTITUTE OF TECHNOLOGY AND COLFUTURO**

This Cooperative Fellowship Program Agreement is made and effective as of **January 10, 2023** (“Effective Date”) by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology (“GIT”)** having its principal offices located at 225 North Avenue, Atlanta, GA 30332 and **COLFUTURO** having its principal offices located at Carrera 15#37-15, Bogotá, Colombia, are sometimes hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

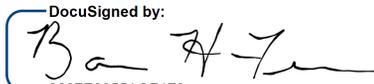
WHEREAS, GIT and COLFUTURO have complementary interest in the success of the Latin American Technical, Research and Administrative Leaders Program (hereinafter called “LATERAL”), the Parties will work together to implement LATERAL at GIT.

1. GIT will configure the LATERAL financial model for each participating student in accordance with policies and procedures related to fellowships for graduate students
2. Students will apply to COLFUTURO for a graduate fellowship and will also apply to GIT for the specific graduate program that is of interest. If accepted for admission to GIT, and if selected by COLFUTURO for funding, the participating student will enroll at GIT.
3. Students will be subject to the same degree requirements and will have the same rights and responsibilities as all degree-seeking graduate students at GIT.
4. COLFUTURO will provide the funding for which students were selected through its own policies and procedures. GIT will provide out-of-state tuition waivers per semester to up to 3 (three) COLFUTURO students pursuing a Master of Science degree at GIT. Students are welcome to apply for any Master of Science degree programs, and COLFUTURO has sole discretion in how to award its fellowship funds; however, GIT will decide to which student(s) out-of-state tuition waivers will be applied. All other financial obligations for study at GIT will be the responsibility of the participating student or COLFUTURO.
5. Confidentiality. Proprietary or confidential information may be exchanged between the Parties once a mutually agreeable written nondisclosure agreement has been executed between the Parties and export approval has been obtained, if applicable.
6. Anticorruption Compliance. Each Party represents, to the best of its knowledge and belief, that it has not made or offered and that it will not make or offer with respect to the matters which are subject of this MOU, any payment, gift, whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), where such payment, gift, promise or advantage would violate any applicable anticorruption laws, including but not limited to, the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (FCPA).

7. **Governing Law.** The parties understand and agree to comply with their respectable governing laws, including any Export Control laws and regulations
8. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement.
9. **General**
  - a. Nothing in this Agreement shall be deemed or implied to create a joint venture or partnership of any kind between the Parties. Neither Party has the right or authority to bind the other Party, by contract or otherwise, to any obligation nor make any commitment, representation, or warranty for or on behalf of the other Party. Each Party shall be responsible for its own acts, omissions, and the results thereof.
  - b. This Agreement does not restrict either Party from collaborating with any other third parties in the areas specified in this Agreement.
  - c. GIT as an educational institution of higher learning is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award bachelor's, master's, and doctoral degrees. The Parties agree that GIT's accreditation does not extend to or include COLFUTURO or any students outside GIT.
  - d. This Agreement shall extend from the Effective Date and continue for a period of five (5) years. This Agreement is subject to revision and extension by mutual written consent.
  - e. Either Party may terminate this Agreement upon six (6) months' written notice. In the event of termination, participating students in any educational programs of the Parties at such a time shall be permitted to complete their activities in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be duly executed as of the Effective Date by their duly authorized representatives.

**THE BOARD OF REGENTS OF THE UNIVERSITY  
SYSTEM OF GEORGIA BY AND ON BEHALF OF  
GEORGIA INSTITUTE OF TECHNOLOGY:**

Signature:  2207E8655AGF4F8...

Name: **Bonnie Ferri**

Title: **Vice Provost, Graduate Education &  
Faculty Development**

Date: 1/13/2023 | 11:18 AM EST

**COLFUTURO:**

Signature:  36A639907FE24B1...

Name: **Jeronimo Castro Jaramillo**

Title: **Executive Director**

Date: \_\_\_\_\_

**Reviewed by GT OGC Legal Affairs: Yolonda L. Cameron, January 10, 2023**