



THE UNIVERSITY
of EDINBURGH

COLLABORATIVE AGREEMENT

BETWEEN

FUNDACIÓN PARA EL FUTURO DE COLOMBIA

AND

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

The *Fundación para el Futuro de Colombia* (COLFUTURO) and the University Court of the University of Edinburgh (University) 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, 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 this Joint Graduate Loan-Scholarship Program will seek admission to the graduate degree programs offered by the University (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.
2. Students admitted to graduate degree programs offered by the University 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 (and have accepted) a place for full-time eligible graduate studies at the University and who are selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be provided with the benefit of the funding under this agreement upon matriculation at the University, such students are described throughout this agreement as "Supported Students".
4. The University of Edinburgh will provide a full tuition fee waiver to one student who has received an unconditional offer to study a master's programme at the University.
5. The University will offer this financial support for Master's students for a period of 1 year.
6. For each Supported Student, COLFUTURO will provide, in each academic year, the 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, i.e. 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. 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 and COLFUTURO provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to the University.
 - b. the University provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by the University to encourage interest among prospective Colombian students.
 - c. the University 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 successful candidates by sending the list of Colombian students admitted to the University and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
 - e. The University will select from the list mentioned in Numeral 8 item d, the students who will be granted the University scholarship mentioned in Numeral 4. The University will then inform COLFUTURO of this decision.
 - f. COLFUTURO provides the University 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 ensures that relevant authorities of the University (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.

9. The designated coordinators are:

For The University of Edinburgh
Rajandeep Singh
International Officer (Latin America)
e-mail: rajandeep.singh@ed.ac.uk
Phone number: (44) 131 651 5185

For COLFUTURO:
Johanna Torres
Academic Advising Coordinator
e-mail: johanna.torres@colfuturo.org
Phone number: (57)1 3405394 Ext. 124

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

11. The University is not responsible for and each Supported Student will have responsibility for:

- a) the satisfaction of all visa requirements to study at the University and the attainment and maintenance of the correct immigration status of the country in which the University is situated;
- b) obtaining and maintaining all appropriate health insurance (including repatriation expenses);

12. All Supported Students will be subject to the University's codes of discipline and all student complaints and appeals will be handled in accordance with the University's regulations. Any complaints by Supported Students in relation to support provided by Colfuturo will be handled by Colfuturo in accordance with its complaints procedures.

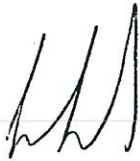
13. All notices (including other documents) to be served under this agreement shall be in writing and shall be delivered or sent to the designated coordinators at the addresses above.

Notices may be given by email to the email addresses noted above.

14. In the event of a dispute about any term of, or the operation of, this agreement which cannot be resolved by the designated co-ordinators each party will make reasonable efforts to reach a settlement by consultation and negotiation prior to exercising any right it may have to terminate.

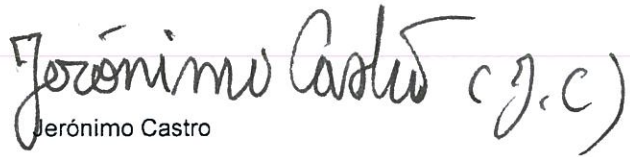
15. The Schedule attached to this agreement consisting of annexes 1 and 2 is incorporated into this agreement and each party agrees to be bound by its terms.

This agreement is governed by the laws of Scotland and shall remain in force from the date of signature by the designated representatives of each party until the end of the academic year in [2021] and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement earlier by providing at least thirty days prior written notice to the other party and a party not in default has the right to terminate this agreement immediately by written notice if the other party commits a material breach of this agreement. In the event that this agreement terminates early to make satisfactory arrangements to allow Supported Students at that time to complete their programme and to be assessed for the award for which they are registered.



Professor James Smith
Vice-Principal (International)
The University

Date: 20/05/2016



Jerónimo Castro

Executive Director, COLFUTURO

Date: 13 jun 2016

Schedule – Annex 1

[Insert Annex 1 – payment schedule]

Schedule- Annex 2

Regulatory Requirements

The University is subject to certain laws, regulation and governance requirements.

Accordingly, each party agrees that:

1 it will not treat any person or group of people less favourably than another on the grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation;

2 it will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the anti-corruption policy of UE from time to time in force (which can be found at <http://www.docs.csg.ed.ac.uk/HumanResourcures/Policies/Bribery-Anti Bribery and Corruption Policy.pdf>) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the UK;

3 it will comply with (to the extent applicable to it) all applicable data protection laws in connection with its obligations under the agreement including the Data Protection Act 1998 and will accept that the other party may be required to do so and may not be able to disclose personal data of a person without obtaining the consent of that person or complying with that legislation. Colfuturo acknowledges that the University may include student matriculation details in statistical information on student numbers and in its alumni database where it considers it appropriate to do so;

4 the University is subject to the Freedom of Information (Scotland) Act 2002 and may be required to disclose information relating to this Agreement following a request from the public and that it will not require the consent of the other party do so as it is required by law to adhere to that Act notwithstanding paragraph 6 below;

5 the intellectual property rights contained in all materials produced by a party shall remain the property of that party and each confirms to the other that carrying out the activities contemplated by this agreement will not result in a claim by a third party that its intellectual property rights have been infringed and, unless required by law to disclose, each party will keep confidential information received by the other party pursuant to the agreement which the disclosing party marks as confidential. Neither party may use the branding or logo of the other in any materials or media or otherwise without the prior written consent of the other (not to be unreasonably withheld where it is for the purpose of promoting the Joint Graduate Loan Scholarship Programme set out in the agreement;

Terms defined above have the same meaning as they have in the agreement.