



COLLABORATIVE AGREEMENT

BETWEEN

FUNDACIÓN PARA EL FUTURO DE COLOMBIA, COLOMBIA

AND

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, CANADA

The *Fundación para el Futuro de Colombia* (COLFUTURO) and The Governors of the University of Alberta ("UAlberta") share an interest in strengthening bilateral cooperation in the field of education between Colombia and Canada and promoting stronger ties between the two institutions to increase the financial support available for Colombian graduate 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 UAlberta, 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 thesis-based graduate degree programs offered by UAlberta (Master's and Doctoral Degrees), following the normal application procedures and meeting all the standard admission requirements (including English language proficiency tests) established by UAlberta. Both parties agree that this agreement will be open to all faculties and departments at UAlberta, except course-based master's and doctoral programs, and cost-recovery programs. The list of cost-recovery programs is currently available at <http://www.registrar.ualberta.ca/ro.cfm?id=1049>
2. Prospective applicants should consult both UAlberta Coordinator and COLFUTURO in advance of application to confirm the eligibility of the discipline in which studies are contemplated.
3. COLFUTURO may select for its Loan-Scholarship Program additional Colombian students admitted to graduate programs outside this agreement (e.g. course-based or cost-recovery programs). No funding will be available from UAlberta for students outside of this agreement.
4. UAlberta shall consider applicants who meet the admission criteria for the graduate program of their choice, subject to the availability of a supervisor to take on a student for the area of study. Admission requirements of UAlberta departments and the application procedures are outlined on the Faculty of Graduate Studies and Research (FGSR) website at: <http://www.gradstudies.ualberta.ca>. If a student is selected for admission to UAlberta, the letter of admission will be conditional subject to receipt of funding from COLFUTURO.
5. Students admitted to graduate degree programs offered by UAlberta will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
6. Students who are offered a place for full-time graduate studies at UAlberta in the faculties and departments contemplated in this agreement 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.

7. UAlberta will provide funding to cover the international student differential tuition fees for all eligible students for up to two years, providing that the student will receive a minimum of USD15.000 for his or her living allowance annually. Students who receive less than USD15.000 for their living allowance from COLFUTURO in any year will not qualify for co-funding under the terms of this agreement.
8. UAlberta will offer this financial support for both Master's and for Doctoral students for a period of up to two years, as long as COLFUTURO provides funding to the students to the minimum level listed in clause 7 during this time. Additional time required to complete the degree program is not covered by this agreement. However, if a third or a fourth year is necessary, students covered under this agreement would fall within the guidelines of the individual departments for provision of any further support. Additional department support may be in the form of a fellowship, teaching or research assistantship at the FGSR recommended rate.
9. COLFUTURO will provide a minimum of USD15.000 for living allowance to the student, but students may request further funding from COLFUTURO to cover the remainder of the tuition fees, additional living allowance, or other related costs, in accordance with its policies and procedures, i.e. up to USD25.000 annually for a maximum financing of two years, or USD50.000. COLFUTURO will strive to ensure that students applying to UAlberta request from COLFUTURO a reasonable amount to cover all of their anticipated expenses while studying at UAlberta.
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, including any costs for studies beyond the two years covered by this co-funding agreement.
11. COLFUTURO will advise UAlberta if any students with a disability are placed under this agreement. In turn, UAlberta will advise COLFUTURO of any additional costs that are required to accommodate the needs of those students. It is agreed that COLFUTURO or the student will assume all costs related to the delivery of those services.
12. 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:
 - a) that UAlberta and COLFUTURO provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to UAlberta.
 - b) that UAlberta provides COLFUTURO with information on the estimated cost of living expenses in Edmonton and that COLFUTURO and UAlberta will work together to inform applicants of reasonable anticipated cost of living expenses during their studies in Edmonton, and to ensure that applicants budget their loan-scholarship requests from COLFUTURO accordingly.
 - c) that UAlberta provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by UAlberta to encourage interest among prospective Colombian students.
 - d) that UAlberta 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.
 - e) that COLFUTURO informs UAlberta of successful candidates by sending the list of Colombian students admitted to UAlberta and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.

- f) that UAlberta informs COLFUTURO of the international student differential tuition fees funding for each student sent under this agreement.
- g) that COLFUTURO provides UAlberta with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex 1) and that the designated coordinator of the UAlberta ensures that relevant authorities of UAlberta (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
- h) that both institutions make the necessary financial arrangements for confirmed scholars. UAlberta will invoice COLFUTURO annually each October for the year's cost of tuition and non-instructional fees. (For a listing of non-instructional fees, see <http://www.gradstudies.ualberta.ca/regfees/fees/noninstructional.htm>) The invoice shall be sent to the COLFUTURO Coordinator, who will have 60 days, starting from the date of the original invoice, to make the payment for the fall semester, directly to UAlberta. COLFUTURO will send the payment for the winter semester directly to UAlberta in March, in accordance with its payment scheme described in Annex 1. If, after COLFUTURO's payment, there is an outstanding balance on the student's account, it has to be paid by the student.
- i) that both institutions have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

13. The designated coordinators are:

For The University of Alberta:
 Dan Fredrick
 Manager, Sponsored Student Program
dan.fredrick@ualberta.ca
 +1-780-248-1260

For COLFUTURO:
 Johanna Torres
 Academic Advising Coordinator
johanna.torres@colfuturo.org
 571 340 5394 Ext. 124

14. Students benefitting from this agreement will be subject to the Code of Applicant Behaviour and Code of Student Behaviour governing students at UAlberta, as well as the policies, procedures, and practices of UAlberta generally and of the relevant faculty or department, and of COLFUTURO. To the extent that there is a conflict between the policies, procedures, and practices of UAlberta and COLFUTURO, both parties commit to settle the conflict amicably to arrive at mutually acceptable resolutions wherever possible.

15. In order for students to continue receiving the support established in this agreement, they must be enrolled in a graduate degree program at UAlberta and maintain satisfactory academic standing.

16. Each party who receives any information from the other marked "Confidential" ("Confidential Information"), will take reasonable steps to protect its confidentiality, will not disclose to any third party such Confidential Information without the prior written consent of the other party, and will only use such Confidential Information for the purposes contemplated in this agreement. For the purposes of this agreement, Confidential Information does not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party's possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

17. COLFUTURO acknowledges that UAlberta is a public body subject to the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIP"), as amended. For further information about FOIP see www.ipa.ualberta.ca.

18. Matters not included in this agreement, but directly related to it, may be addressed by the mutual agreement of the parties. Any such agreement must be signed and dated by letter, and appended to this agreement.

19. Each party ("Indemnifying Party") will:

- be liable to the other party ("Indemnified Party") for; and
- indemnify and hold harmless the Indemnified Party from and against:

any and all liabilities, damages, costs, claims, suits or actions, loss, injury, death, or damage to any third party (including students) occasioned by or as a result of the negligent acts, willful misconduct or breach of obligations assumed under this Agreement by the Indemnifying Party or their employees, officers, agents, and contractors.

Notwithstanding the above, in no event will either Party be liable for any indirect, consequential, or incidental claims incurred by any Indemnified Party in respect of this Agreement.

20. COLFUTURO shall undertake to ensure that any student sent under this agreement is adequately insured with travel insurance. COLFUTURO shall also provide funds for students to enrol in the Alberta Health Care Insurance Plan or other medical insurance required by UAlberta. Students are responsible for applying for the insurance themselves once they are in Alberta.

21. Both parties commit to resolving any disputes on the terms of this agreement by seeking friendly, mutually acceptable resolutions wherever possible. In the event that such resolution is not possible, any disputes will be resolved by the courts of the Province of Alberta and in accordance with the laws of the Province of Alberta.

22. This agreement shall remain in force from the date of signature by the designated representatives of each party for a period of five years, and may be reviewed or renegotiated at the request of either party.

23. Upon availability of funds and as long as the applicable laws permit, this agreement may be renewed by mutual written consent of the parties.

24. Either party may terminate the agreement by providing at least thirty days prior written notice to the other party. In addition, either party may immediately terminate this agreement if the other party breaches a term or condition of this agreement, and fails to remedy that breach within fourteen (14) days of receiving written notice from the other party of the breach. If the present agreement is terminated, every effort will be made to complete activities in progress. The parties agree that co-funding offered and accepted under this agreement shall be honoured by the parties as long as the student meets the terms and conditions established by the parties for the scholarship.

25. This agreement may be modified by mutual written consent of the parties.

26. In the event that this agreement is not renewed, both parties will honour commitments to students who began their studies at UAlberta during the term of this agreement.

In witness whereof, the parties hereto have offered their signatures:

For the Governors of the University

For the Fundación para el Futuro de Colombia



Dr. Steven Dew
Provost and Vice-President (Academic)

Date: November 18, 2015



Jerónimo Castro
Executive Director, COLFUTURO

Date: November 18, 2015

Annex 1
General Terms and Payment Scheme of COLFUTURO's 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, or 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 from COLFUTURO and the other currencies.
5. COLFUTURO's selection process for the Loan-Scholarship Program is done yearly. The on-line application becomes available by mid-January and applicants can start complying with documentary requirements beginning the first week of March up to the last working day of May. Results are published between the last week of June and the first week of July each year.
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 will travel with family)
 - Text books and computer allowance (maximum USD2.000 per year)
 - Debtors insurance
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 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,

- 1) First payment: November 15th, University must send invoice not later than October 31st
- 2) Second payment: March 15th, University must send invoice 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. 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 ranging between 25% and 50% waiver of the loan, the student must comply with all the requirements previously agreed to with COLFUTURO. The loan component must be paid by the beneficiary on a monthly basis, upon his return to Colombia, according to the established amortization period, which cannot exceed a 5-year term. An additional 10% scholarship is given to beneficiaries who work full time for the government or an academic or research institution for a minimum period of one year.