SCHOLARSHIP PROGRAMME AGREEMENT

between

University College London

and

FUNDACIÓN PARA EL FUTURO DE COLOMBIA (COLFUTURO)

Dated:

26-Oct-2024 | 06:37 SAPST

THIS AGREEMENT is made the   day of

BETWEEN:

1)   **UNIVERSITY COLLEGE LONDON** a body corporate established by Royal Charter with company number RC000631 of Gower Street, London, WC1E 6BT (**UCL**);

         and

2)   **FUNDACIÓN PARA EL FUTURO DE COLOMBIA (COLFUTURO)** Carrera 15 No. 37-15 Bogotá, Colombia (the Partner) is a Non-Governmental Organisation established in Colombia in accordance with Colombian Law as a non-profit Foundation that sponsors Colombians with high academic qualifications that wish to study in UCL.

         COLFUTURO does not have economic activities in the United Kingdom and it does not promote or makes any sales to UK residents or consumers;

WHEREAS:

(A) The Parties have agreed to collaborate in relation to a scholarship programme in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED THAT:

1   INTERPRETATION

1.1   In this Agreement the following terms shall have the following meanings:

Academic Year means an academic year of UCL being a period spanning two calendar years which normally commences in September of the first calendar year and ends in September of the consecutive calendar year;

Agreement means this document including, in accordance with Clause 1.4, the Schedules annexed hereto as the same may be varied or extended from time to time by written agreement between the Parties;

Applicant means a person who has made an application to be granted an Award;

Award means an award available pursuant to the Loan Scholarship Programme the details of which are set out at Schedule 1;

Awardee means an Applicant to whom an Award has been granted pursuant to this Agreement;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Commencement Date means the date of this Agreement;

Confidential Information means information disclosed by or on behalf of a Party to another Party which is marked confidential or which by its nature is intended to be, or should reasonably be considered by the other Party to be, confidential information;

Eligibility Criteria means the criteria set out in Schedule 1 which Applicants must meet in order to be eligible for an Award;

Parties means the Parties to this Agreement and **Party** shall be construed accordingly;

Partner's Commitment means the monetary sum(s) payable by Partner to UCL in connection with the Scholarship Programme set out at Schedule 1;

Relevant Requirements means all applicable laws, statutes, regulations and codes relating to the Parties' obligations under this Agreement (including where applicable anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as may be amended);

Reporting Requirements means the reporting requirements which the Parties shall abide by as set out in Schedule1.

Loan Scholarship Programme means the programme of financial support for successful Applicants described in Schedule 1; The purpose of Scholarship Programme is supporting Colombian students through a financial scheme, that provides up to USD 50,000 per student and up to two years.

Student means a student of UCL;

Term means the period commencing on the Commencement Date and ending on the date on which the last Awardee graduates from their UCL graduate degree programme in relation to which an Award has been made, or otherwise leaves or is required to leave UCL (for whatever reason);

UCL Commitment means the financial contribution to be made by UCL to the Scholarship Programme as detailed in Schedule 1;

UCL's General Award Regulations means the UCL regulations which apply to all UCL funding schemes, in force from time to time;

UCL's Policies means the policies, procedures or regulations of UCL in force from time to time;

UCL Programme means the UCL programme of study in respect of which the Award is made to the Awardee as detailed in Schedule 1.

1.2   All references to Clauses and Schedules are references to the relevant clauses of or schedules to this document unless the context otherwise requires.

1.3   References to the words **includes** or **including** shall be construed without limitation to the generality of the preceding words.

1.4   The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules. Where there is any conflict or inconsistency between the main body of this Agreement and any Schedule of this Agreement the former shall prevail.

1.5   Headings are for convenience only and shall be ignored in interpreting this Agreement.

1.6   Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.

1.7   Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under them as from time to time amended, consolidated or re-enacted.

2   THE PARTNER'S COMMITMENT

2.1   The Partner shall pay to UCL the Partner's Commitment to be used by UCL solely for the Scholarship Programme.

2.2   Subject to clause 2.6, UCL shall operate the Scholarship Programme in accordance with the details set out in Schedule 1.

2.3   Payment of the Partner's Commitment shall be made by Partner to UCL in accordance with Schedule 2.

2.4   In the event that a Student leaves their UCL Programme early for any reason or has their registration terminated then any refund by UCL to the Partner of that Awardee's tuition fees for that UCL Programme which have been paid by Partner to UCL pursuant to the Partner's Commitment shall only be made if such refund is payable pursuant to UCL's applicable Policies, and if payable such refund shall be made by UCL in accordance with such UCL Policies;

2.5   If a student's registration changes as a result of an interruption to their studies, then UCL will recalculate the fees and charge based on the new registration as per UCL's applicable Policies. For the avoidance of doubt, this will include any increase in fees that may be applicable for the new academic year.

2.4   The Parties consider that VAT is not chargeable on the Partner's Commitment, it being a charitable donation to meet UCL's objects. Should VAT become chargeable on the Partner's Commitment, Partner shall pay the Partner's Commitment in addition to any VAT payable thereon.

2.5   In consideration of the payment by Partner of the Partner's Commitment to UCL, UCL shall make the UCL Commitment.

2.6   Notwithstanding anything in this Agreement, UCL shall have the right to manage any Awards in accordance with UCL's General Award Regulations, which regulations shall (in the event of any conflict) take precedence over the terms of this Agreement.

3   APPLICATIONS FOR AWARDS

3.1   The Parties shall comply with the details set out in Schedule 1 in relation to:

3.1.1   the process for Applicants applying for Awards; and

3.1.2   the process for deciding which Applicants are to be granted an Award.

3.2   The Parties agree that, unless agreed otherwise by the Parties in writing, only those Applicants who meet the Eligibility Criteria for an Award shall be granted an Award.

3.3   The Parties acknowledge that:

3.3.1   no undertaking is made that the maximum number of Awards will be granted in any Academic Year; and

3.3.2   the number of Awards granted in any Academic Year will be contingent on there being a sufficient number of Applicants who meet the Eligibility Criteria in that Academic Year.

3.4   The Parties acknowledge that the Eligibility Criteria for the Scholarship Programme must not be in breach of the Equality Act 2010. The Parties shall act in good faith, co-operate and take all necessary steps to prevent unlawful discrimination in relation to the Scholarship Programme.

4   RECORDS AND REPORTING

4.1   The Parties shall each maintain accurate records of all payments made and received in connection with this Agreement and shall share the same with each other on reasonable request.

4.2   Each Party shall comply with their respective Reporting Requirements in relation to the Scholarship Programme as detailed in Schedule 1

5   BRAND AND LOGO

5.1   Except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, and subject to clause 6, neither Party to this Agreement shall use or refer to the name, logo or other designation of the other Party in relation to the subject matter of this Agreement without the prior written consent of that other Party.

6   PROMOTION AND PUBLICITY

6.1   The Parties shall comply with the promotion and publicity arrangements for the Awards and the Scholarship Programme set out in Schedule 1. Unless provided otherwise in Schedule 1, any public reference to the Scholarship Programme or the Awards must be approved by both Parties before public dissemination.

7   CONFIDENTIALITY AND FREEDOM OF INFORMATION / ENVIRONMENTAL INFORMATION REGULATIONS

7.1   Each Party (the **Receiving Party**) shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party from or on behalf of the other Party (the **Disclosing Party**), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's financial affairs, business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents, professional advisers or subcontractors as they need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents, professional advisers or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause shall cease to apply:

7.1.1 to any information which is or comes into the public domain through no default of either Party (or any person for whom either Party is responsible); or

7.1.2 to any information which is required to be disclosed by operation of statute, by a court of law or other competent tribunal, or any government body or other regulatory authority.

7.2 Each Party shall on demand and on termination of this Agreement surrender to the other Party all materials relating to such Confidential Information in its or its personnel's, agents' or representatives' possession.

7.3 Partner acknowledges that UCL is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**) (as may be amended from time to time). Partner shall provide reasonable assistance and co-operation to UCL to enable UCL to comply with its information disclosure requirements under FOIA and EIRs.

7.4 UCL will be solely responsible for determining whether any information that UCL is required to disclose under FOIA or EIRs, regardless of whether or not it is Confidential Information:

7.4.1 is exempt from disclosure in accordance with the provisions of FOIA or the EIRs; and/or

7.4.2 is to be disclosed in response to a request for information and any resulting disclosure by UCL shall be deemed not to be a breach of the confidentiality provisions in this Agreement.

8 DATA PROTECTION

8.1 For the purposes of this Clause 8:

8.1.1 **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

8.1.2 **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

8.1.3 **Data Subject** means the individual to which the Personal Data relates;

8.1.4 **Personal Data** means any information relating to an identified or identifiable living individual;

8.1.5 **Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and

8.1.6 **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly.

8.2 The Parties acknowledge and agree that they will share Personal Data in order to fulfil their obligations under this Agreement, in particular to facilitate the operation of the Scholarship Programme.

8.3   The Parties acknowledge and agree that in relation to the Personal Data disclosed by one Party to the other in connection with this Agreement:

    8.3.1   UCL is a Controller in respect of the Personal Data it Processes;

    8.3.2   Partner is a Controller in respect of the Personal Data it Processes;

    8.3.3   the Parties are not joint Controllers; and

    8.3.4   neither Party Processes any Personal Data on behalf of the other Party as a Processor.

8.4   In respect of the Personal Data that is shared by the Parties under and in connection with this Agreement:

    8.4.1   each Party shall comply with the Data Protection Laws to which it is subject;

    8.4.2   the Parties shall use reasonable endeavours to work together to help ensure that each Party is able to Process the Personal Data lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which it is subject;

    8.4.3   each Party shall take appropriate technical and organisational measures to help keep the Personal Data safe and secure and to protect the Personal Data from unauthorised access;

    8.4.4   each Party shall notify the other without undue delay after becoming aware of any Personal Data Breach; and

    8.4.5   the Parties agree to enter into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Laws to which it is subject, provided that neither Party shall be obliged to agree to any term in any such agreement to the extent that compliance with the term would put it in breach of any law to which it is subject.

8.5   Where Partner discloses the Personal Data of a Data Subject to UCL under and in connection with this Agreement, Partner shall promptly inform the Data Subject that UCL will:

    8.5.1   be processing the Personal Data in connection with this Agreement; and

    8.5.2   process the Personal Data in the manner and for the purposes described in: (a) the UCL General Privacy Notice, available at https://www.ucl.ac.uk/legal-services/privacy/general-privacy-notice; (b) the UCL Student Privacy Notice, available at https://www.ucl.ac.uk/legal-services/privacy/student-privacy-notice; and (c) any other privacy notices applicable to the Data Subject which UCL notifies Partner of from time to time.

8.6   Partner shall only provide to UCL:

    8.6.1   the Personal Data that is required to be provided by it to UCL pursuant to the terms of this Agreement; and

8.6.2 such other Personal Data as may be requested by UCL from time to time under and in connection with this Agreement,

and shall ensure that no other Personal Data is provided by it (or anyone else acting on its behalf) to UCL.

8.7 The Parties acknowledge and agree that no provision of this Agreement (including this Clause 8) shall require either Party to disclose data (including Personal Data) to the other Party where such disclosure would put the disclosing Party in breach of any law (including any Data Protection Law) to which it is subject.

8.8 Confirmation of whether the sharing of Personal Data by UCL with Partner under this Agreement constitutes a transfer of Personal Data to a person located outside of the United Kingdom (other than in an "Equivalent Country" as that term is defined in Schedule 3) and, where it does, the additional terms that apply to the sharing of such Personal Data are set out in Schedule 3.

8.9 Subject to Clause 8.10, each Party shall keep the other Party indemnified in full from and against all liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the indemnified Party, including, but not limited to, any interest, penalties and legal and other professional costs and expenses awarded against or incurred or paid by the indemnified Party, arising out of or in connection with any failure by the indemnifying Party to comply with its obligations under this Clause 8, Schedule 3 or the Data Protection Laws to which it is subject.

8.10 Each Party's total liability to the other Party under the indemnity set out in Clause 8.9 shall be limited to £1,000,000.

8.11 Clauses 8.4.1, 8.4.4, 8.9, 8.10, 8.11 and Schedule 3 shall survive termination or expiry of this Agreement.

9 TERM, TERMINATION, AND DISPUTE RESOLUTION

9.1 This Agreement shall be effective from the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue for the Term.

9.2 This Agreement may be extended or amended in writing by mutual consent of the two Parties.

9.3 Subject to clause 9.5, this Agreement may be terminated by either Party without penalty:

9.3.1 on giving twelve (12) months' notice to the other Party in writing;

9.3.2 on written notice to the other Party if the other Party (i) materially breaches this Agreement (and the breach, if capable of remedy, is not remedied within thirty (30) days following the date of notice); (ii) engages in conduct that is in the reasonable opinion of the other Party prejudicial to its reputation; or (iii) enters into insolvency or equivalent proceedings.

9.4 Following expiry or termination of this Agreement for any reason each Party shall return to the other Party at its own expense all materials in its possession belonging to the other Party relating to this Agreement and shall return or destroy (at the option of the

other Party) all Confidential Information of the other Party then in its possession or control provided always that each Party shall be entitled to retain copies of Confidential Information as may be required by it in order to comply with any law or regulatory requirement.

9.5 In the event of expiry, termination or amendment of this Agreement for any reason, all existing commitments regarding Awards granted pursuant to this Agreement will be fulfilled and the terms of this Agreement will continue in force to the extent necessary to allow such commitments to be fulfilled.

9.6 Termination of this Agreement will not affect the rights of each Party against the other in respect of the period up to and including the date of termination or expiry.

9.7 In the event of any disagreement or dispute that may arise in relation to the execution, interpretation or application of this Agreement, the Parties shall first meet and use reasonable efforts to resolve the dispute by negotiation between the Parties acting in good faith.

10 COMPLIANCE WITH REQUIREMENTS

10.1 Each Party shall comply with all Relevant Requirements.

10.2 Each Party shall:

10.2.1 in relation to the Scholarship Programme comply with all applicable laws and regulations in relation to safeguarding of children and adults at risk, to which that Party is subject; and

10.2.2 have in place a policy on safeguarding of children and adults at risk and shall in relation to the Scholarship Programme comply with its own safeguarding policy (as in force from time to time).

11 FORCE MAJEURE

11.1 Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Parties shall use reasonable endeavours to cure any such events or circumstances and resume performance under this Agreement. If any event or circumstances prevent one Party from carrying out its obligations under this Agreement for a continuous period of more than 90 Business Days, the other Party may, subject to clause 9.5, terminate this Agreement immediately by giving written notice to the first Party.

12 GENERAL

12.1 Neither Party will discriminate against any student, or any member of staff based on the age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

12.2 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

12.3   This Agreement, including any additional terms that are stated in Schedule 3 to apply to this Agreement, constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

12.4   Neither Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

12.5   Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business.

12.6   Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.7   If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

12.8   If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.9   A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.10   Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.11   Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

12.12   Any variation to this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.

12.13   This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

12.14   This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law.

12.15   Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause and the Parties agree that:

   12.15.1   The number of arbitrators shall be one.

   12.15.2   The seat, or legal place, of arbitration shall be London, England.

   12.15.3   The language to be used in the arbitral proceedings shall be English.

   12.15.4   The governing law of this arbitration clause shall be English law.

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SCHEDULE 1

SCHOLARSHIP PROGRAMME

Purpose of Scholarship Programme	To support the Partner's Loan Scholarship Program which promotes participation in higher education of Colombian students and professionals.
Scholarship Programme Start Date	First Award to be made in the academic year 2024/2025
Scholarship Programme End Date	Final scholars expected to complete by end of academic year 2030/subject to course length and any agreed interruptions to studies.

Total Amount (£) of Partner's Commitment (if known)	The Partner's Loan Scholarship Program is for students who require support with the cost of their postgraduate studies abroad.
	The Partner's financing system consists of Loan-Scholarship of up to USD 50,000 for a maximum financing of two years for Masters (including 2-year Masters) and two years for PhD students. Students are responsible for paying 75% of the tuition fees in years one and two and can use the money provided by the Partner in combination with other funds.
	If a student is pursuing a doctoral programme, they are responsible for paying 75% of their tuition fee in the third year (UCL Commitment will cover 25% of those eligible for a maximum of three years) and covering all living expenses and any other applicable fees and will not receive further financial support from the Partner. If the doctoral programme continues for a fourth year, then the student will be responsible for paying 100% of their tuition fees.
	To participate in the Partner's yearly application process, students must follow the regular admission process to their university and programme of choice. Online applications for the Loan Scholarship Program will begin by January 9th and up to February 28th whereby applicants must submit all required documents.
	Aside from using the financial support provided by the Partner for tuition fees, the student can also allocate approved financial support on the following stipend cost items: • Airfare • Accommodation fees • Health insurance • Living allowance • Textbooks and computer allowance • Debtors' insurance
	The Partner will clearly inform the student, which of the above items are payable directly to them and to UCL or other service providers. In September of each year, the Partner will provide UCL with a sponsor letter outlining the 75% tuition fees which will be payable by the Partner for each instalment and any other stipend costs that the

	Partner will pay for the Student (as agreed between the Partner and the Student). With effect from 2024, the loan is partly a scholarship whereby the recipient is required to return to Colombia and reside in the country for three years. In order to qualify for the scholarship, the student must comply with the requirements previously agreed with the Partner. The loan component must be paid by the student on a monthly basis, upon his or her return to Colombia, according to the established amortization period, which cannot exceed five years.
Value of Gift Aid (if applicable)	n/a
UCL Commitment	UCL will offer 25% tuition fee contribution to Master's students for a maximum period of 1 year (or 2 years for relevant courses) and to PhD students for a maximum for 3 years subject to the Partner's Commitment be made.
Additional Award Details	n/a
Maximum number of Awards available per Academic Year	There is no maximum number of awards per year. Students who have received an offer to study at UCL and have been selected as beneficiaries of the Loan-Scholarship Program of the Partner are eligible for the award.
Value (£) of each Award	The value of each award will vary per person and be dependent on programme type and stipend costs (for students wishing to use the Partner's financial support for stipend costs)
Duration of each Award	Master's awards are tenable for funding from the Partner for one (1) year, with a maximum of two (2) years for relevant courses, with a corresponding UCL Commitment in each year. Doctoral awards are tenable for two (2) years of Partner funding only, but up to three (3) years' of UCL Commitment
Application process for an Award	The Partner will manage the application process for each award through procedures and deadlines established by the Partner.

Process for deciding which Applicant is to be granted an Award	The Partner will manage the application process for each award through procedures and deadlines established by the Partner. The selection process considers four (4) main criteria: • GPA • The selected graduate programme offer from UCL • Class ranking and other undergraduate academic achievements. • Personal statement Each item is assigned a percentage and is given a score from 1 to 5, where 5 is the top score. Once evaluated the items are weighted and added to obtain a final score. Results are published by mid-May.
Eligibility Criteria	1. The nominated student must have successfully completed the established Partner selection process. 2. The nominated students must be in receipt of an unconditional offer letter from UCL for a master's or PhD programme. The student must have obtained the offer via the usual UCL graduate application and selection procedure. 3. The Partner agrees to advise UCL of their nominated students by 1st September at the latest 4. UCL reserves the right to refuse the nominations proposed by the Partner, in which case The Partner may nominate another student.
Promotion and publicity arrangements for Awards and the Scholarship Programme	Awards will be promoted on UCL and the Partner's webpages. UCL will provide information to the Partner and prospective Colombian Awardees on the application process, housing resources, immigration issues and sources of support.

Reporting Requirements	UCL shall inform the Partner of
	• The guaranteed placement of Scholars resident in Colombia subject to their meeting the requirements of UCL
	The Partner shall inform UCL of
	• Partner's application process for the Loan-Scholarship Program of the Partner
	• Partner's process for deciding which applicants are to be granted a Loan-Scholarship by the Partner
	• The persons granted a Loan-Scholarship by the Partner nominated by the Partner for an Award by 1st September of each year at the latest
	Both UCL and Partner shall inform the other Party of any change in the designated coordinator or signatory in charge of this Agreement.
	The designated coordinators as at the date of this Agreement are:
	Jo Turner Liaison and Recruitment Manager UCL E jo.turner@ucl.ac.uk
	For COLFUTURO:
	Johanna Torres Directora Programa de Consejeria Académica y Relaciones Internacionales E: johanna.torres@colfuturo.org

SCHEDULE 2

PAYMENT OF PARTNER'S COMMITMENT BY PARTNER

1. In respect of each Awardee, the UCL Fees Office will be responsible for issuing invoices for that Applicant's tuition fees [(after UCL's 25% contribution has been deducted)] directly to Partner after the Awardee has registered at UCL.

2. Invoices can be addressed to COLFUTURO.

3. Invoices will be sent to: COLFUTURO, Carrera 15 No. 37-15 Bogotá, Colombia

4. The Partner pays 75% of tuition fees per year directly to UCL in two equal installments:

First payment: November 15th of the applicable UCL academic year. In addition, the Partner shall request that the Awardee submit the corresponding invoice to Partner no later than October 31st.

Second payment: On March 15th of the applicable UCL academic year. In addition, the Partner shall request that the Awardee submit the corresponding invoice to the Partner before February 28th.

For those students who begin the academic year in January, then the first payment will be made on 15th March and the second payment will be made on November 15th.

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5. The Partner will immediately notify UCL, via the designated coordinator, of any outstanding tuition fee invoices (in part or in whole) that they receive. Any remaining charges that are not covered by the Loan Scholarship programme will be charged directly to the student.

6. The Awardees are responsible for obtaining financial resources to cover other costs (that are not included in this scholarship agreement) related to their programme of study.

SCHEDULE 3

RESTRICTED TRANSFERS OF PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM (UK)

Table 1	
Will UCL be transferring Personal Data under this Agreement to a person that is located in a country that is not an "Equivalent Country"? **"Equivalent Country" here means a country that the UK's Information Commissioner has determined on the basis of article 45 of UK GDPR offers an adequate level of data protection.**	*YES*

Table 2	
This table is only relevant where UCL is transferring Personal Data to a person located in a country that is not an Equivalent Country	
Additional clauses that apply in respect of all restricted transfers of Personal Data by UCL outside of the UK under this Agreement	The standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council (Module One controller to controller transfers) set out in Commission Decision 2021/914/EC (**EU Standard Contractual Clauses – Module One Controller to Controller**) and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (**UK Addendum**) shall apply, copies of which can be found at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf

Table 3	
This table is only relevant where the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum apply to restricted transfers of Personal Data by UCL under this Agreement	
Completing the details needed for the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum	For the purposes of the EU Standard Contractual Clauses – Module One Controller to Controller: • the *data exporter* shall be UCL, and the *data importer* shall be Partner; • the description of the transfer for the purposes of Annex I Parts B and C of the EU Standard Contractual Clauses – Module One Controller to Controller is as set out in the rest of this table

	• the technical and organizational measures including technical and organizational measures to ensure the security of the data for the purposes of Annex II of the EU Standard Contractual Clauses – Module One Controller to Controller are as set out in the rest of this table.
	
	For the purposes of the UK Addendum:
	
	• the *data exporter* shall be UCL, and the *data importer* shall be Partner;
	
	• the key contacts shall be as set out in the rest of this table
	
	• in Table 2 the second option shall be selected
	
	• in Table 2 'Yes' shall be entered against Module 1 and 'No' against the other Modules
	
	• in Table 2 against Module 1 the following selections shall be made:
	
	    o Clause 7 – No
	    o Clause 11 (Option) – No
	
	• In Table 3 the information shall be as set out in the rest of this table
	
	• In Table 4 the 'Exporter' option shall be selected
	
	To the extent that there is any conflict or inconsistency between the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum, and the terms of this Agreement, the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum shall take precedence.

Categories of data subjects whose personal data is transferred The personal data transferred concern the following categories of data subjects	*Students and potential Students on the Scholarship Programme*
Purposes of the data transfer(s) and further processing The transfer is made for the following purposes	*To facilitate the participation of the Students in the Scholarship Programme.*
Categories of personal data transferred The personal data transferred concern the following categories of data	*The main types of personal data being processed are names, contact details, degree programme, performance at data exporter and disciplinary and conduct issues arising during the Scholarship Programme.*
Recipients The personal data transferred may be disclosed only to the following recipients or categories of recipients	*The personal data may be disclosed to group entities of the data importer and to third party companies/individuals which are contracted to provide relevant services under the instruction of the data importer, where reasonably required for the purposes of the transfer.*

Sensitive data transferred (if applicable) The personal data transferred concern the following categories of sensitive data	*None*
The frequency of the transfer	The data is shared one off (annually)
Nature of the processing	*UCL only use the Partner data to identify who the awardees are – all the student data is already held by UCL application portal.* The Partner collects data with strict observation of the right of intimacy established in article 15 of the Colombian Constitution and Law 1581 of 2012 "General provisions for the protection of personal data" and its "Personal data processing and privacy policy" which is supervised by the Superintendence of Industry and Commerce of Colombia, which is the competent authority. Thus, personal data will only be capture with prior and express authorization of the natural person with the purpose and mean of providing the Partner with information to fulfill its purpose as a foundation: The issuing of grants and the financing of higher education to Colombian nationals with high academic standards. The Partner does not sell personal data to third parties and only discloses such information under the requirement of a public competent authority. The sources of personal data are the same natural persons that are candidates or beneficiaries of programs provided by the Partner. The Foundation does not collect cookies in any case.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	*UCL shall retain the personal data in accordance with UCL's Retention Schedule available athttps://www.ucl.ac.uk/library/collections/records-office/retention-schedule* Law 1581 of 2012 does not establishes a fixed retention period. Nevertheless, it has the principle of temporality of information, which states that personal data will be held until the Partner has a legal or contractual basis for keeping it. Generally, that period of time is ten (10) years.
Data protection registration information of data exporter (where applicable)	The data exporter is registered as a controller with the UK Information Commissioner's Office under Registration Number Z6364106.
Additional useful information (storage limits and other relevant information)	None.
Technical and organizational measures of Partner including technical and organizational measures of Partner to ensure the security of data	The Technical Measures are the following: Data Encryption in Transit and Storage: All traffic is encrypted in transit. The information stored in the MongoDB database is encrypted at rest (where candidate data is stored).

Access Control Based on Least Privilege: Access to applications is controlled by Amazon Cognito for authentication and individual authorization for each application.

Firewalls and Intrusion Detection Systems: Our perimeter security is protected by redundant border firewalls.

Periodic Vulnerability Assessments and Penetration Testing: Our systems are scanned weekly by Tenable's attack surface scanning software.

Security Incident Management Procedures: All security incidents or information protection are managed through our Freshdesk and Mantis helpdesk platforms for proper follow-up, traceability, and remediation of incidents.

Certifications:

We do not hold certifications directly, but the products we rely on to strengthen our security do. These include Amazon Cognito with certifications such as C5, CCCS, CISPE, CPSTIC, DESC CSP, DoD CC SRG, ENS High, FedRAMP, FINMA, GNS, GSMA, HIPAA BAA, HITRUST CSF, ISO 27018. Tenable conducts scans including CISA Alerts AA22-011A and AA22-047A, ContiLeaks, Intel AMT Security Bypass, Malware Scan, Ransomware Ecosystem, Zerologon Remote Scan.

The Partner (and its sub-processors) must implement the following technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration unauthorised disclosure or access, and to maintain principles of confidentiality, integrity, and availability:

1. The Partner's collective security measures (e.g., Information Security Policy) must demonstrate compliance with the relevant information security and data protection laws i.e., UK GDPR.

   Colfuturo complies with Statutory Law 1581 of 2012 and Decree 1377 of 2013, which are the Country´s legal framework to protect the right privacy and personal data protection applicable for non-financial institutions, in accordance with those regulations:

   Any lawful process of personal data is based in consent given by the Data Subject.

   Therefore, any handling of personal data that is performed without explicit consent from the Data Subject would be considered unlawful, except in the cases in which consent is not required.

   Consent to handle Personal Data would not be required only in cases mentioned in article 10 of the Data Protection Law aforementioned, which are the following: Information required by a public or administrative authority within its public capacity and prerogative, by judicial order; data that is consider within the public domain; Medical or sanitary emergencies declared by a public competent authority; Data handling specifically authorized by law for

historic, scientific, or statistical purposes, which have to be anonymized.

Any sensible datum is protected. This definition compromises political or religious views, biometric information, health, or clinical information, among others. In order to handle sensitive data a more specific and previous consent must be obtained from the Data Subject, whom must be informed that he/she is not obliged to provide the sensitive data.

2. The Partner must have an Information Security Policy supported by appropriate processes and procedures.

COLFUTURO has policy for data processing, with the following information: Name of our Foundation, city of residence, address, email and telephone of the data controller. - Purpose of the Data Handling. - Data Subject´s rights. Person or responsible for the attention of requests, inquiries and complaints to which the Data Subject can direct his/her request in order to exercise his/her rights to know, update, rectify and delete the data and revoke their consent. - Procedure to inform the Data Subjects about how to exercise their rights. - Privacy policy's effective date and duration of the database.

The use of the information provided by the Data Subject is limited to the purposes established in the consent given. When obliged, data controllers must perform the registry of data bases within the National Data Base Registry (NDBR) which is the Superintendence of Industry and Commerce of Colombia (SIC).

If there´s a breach in the personal data The Colombian Penal Code contains various criminal offenses related with "Information and Data Protection". In particular Article 269F, Law 600 of 2002, states: "Violation of Personal Data: Anyone who, without being authorized to do so, to its own benefit or for a third party, obtains, compiles, subtracts, offers, sells, exchanges, sends, buys, intercepts, discloses, modifies or uses personal codes, Personal Data contained in files, archives, databases or similar means, will be held liable or imprisonment for a term of 48 to 96 months and a fine from 100 to 1000 minimum monthly legal wages", currently one minimum monthly legal wage is equivalent to 252 sterling pounds (GBP).

Thus, in case that there is any breach or leakage of information anyone may file a criminal lawsuit under this article. The criminal offenses will be independent from any investigation that the SIC decides to start due to the breach or leakage.

There are also Administrative Sanctions for the breach of the data protection regulations. The SIC can impose penalties of up to 2,000 Minimum Monthly Legal Wages and sanctions that include the temporary or permanent closure of the responsible company or entity.

3. Colfuturo must ensure its IT systems are configured in alignment with a recognised standard such as ISO27001, NIST 800-53 or Cyber Essentials which include applicable controls such as system hardening, encryption, anti-virus and data loss prevention, regular patching security updates and adequate monitoring. - . All devices have Symantec antivirus version 14 (14.3 RUS). Patches related to operating systems are applied weekly. Weekly, Tenable scans are run on all devices to look for vulnerabilities, and the corresponding

mitigations are carried out. In Google Cloud, we have the "Security Command Center" service enabled, which monitors the deployed services (firewall, compute instance, buckets, Service account key, subnetwork, etc.). Our services' availability is monitored with the Uptimerobot service, which sends alert messages if any service is unavailable. We are creating the COLFUTURO security manual based on ISO 27001 with the company Cyber-ES (https://www.cyber-es.com/), which will be completed within the next 60 days.

4. All devices and software must be supported and patched in accordance with the vendors security advisories.-. Patches are applied to devices and programs as indicated by the providers. For example, Windows patches to servers and workstations, antivirus updates, weekly vulnerability mitigations reported by Tenable, updates to browsers like Chrome and Firefox, and updates to MS Office.

5. The Partner must ensure all applications and systems use the latest internationally recognised standards of encryption algorithms (e.g., AES 256) and supporting processes that conform to industry standards for encryption and key management. Colfuturo must ensure that UCL information is encrypted when at rest or in transit.-. The Mongo database information (where the information of applicants is stored) is encrypted both at rest and in transit. All network traffic to MongoDB clusters in Atlas is protected by Transport Layer Security (TLS) by default. TLS v1.2 is the default version used, and this cannot be disabled. This ensures that data transmitted to and from MongoDB clusters, as well as data transmitted between nodes within a cluster, is encrypted, making it unreadable to unauthorized parties during transmission (https://www.mongodb.com/products/capabilities/security/encryption). Our domain colfuturo.org has an active SSL certificate with SHA256 issued by GlobalSign. All traffic from our web applications uses this certificate. Access to the management of these services is done via VPN (public/private keys) using OpenVPN software. This access is configured with MFA. We use Google Workspace and Office 365 for office suite and email management.

6. Appropriate to the sensitivity of the data, the Partner must implement a defence-in-depth approach to protect its information and IT systems that includes the formalisation of processes and procedures to support key activities such as back-up, change management, release management, business continuity, disaster recovery and incident management.-. In our Data Handling Manual, we describe the processes for information protection. We use GitLab with Continuous Integration (CI) and Continuous Delivery (CD) for software deployment. For production deployments, we use the Canary deployment strategy to avoid service interruptions in our applications.

7. For hosted applications, the Partner must ensure secure segregation of networks, connections, and systems. The Partner must ensure it has a disaster tolerant network and system architecture design across all its data centres with continuous monitoring.-. Our applications are hosted on IBM and Google clouds with private segments and a single public access point through our redundant

bastions. We handle load balancing and detection of denial of service attempts. Administrative access is done via VPN.

8. Wireless network must, with any visitor or guest Wi-Fi networks segregated from primary network.-. For Wi-Fi access at the Casa Colfuturo, we have separate networks for guests and employees. WFCOLFUTURO is the internal network and Colfuturo_invitados is for guests. Each device connected to the internal network has its own Wi-Fi key that cannot be reused on another device. We use Ruckus technology to achieve this.

9. The Partner must ensure that all systems have sufficient level of logging and monitoring to detect and respond to security incidents (e.g., 24x7 Security Operations Centre).-. Colfuturo has an external company to manage security and Linux servers, available 24/7 to intervene in the event of a security incident or service interruption.

10. The Partner must implement information security incident management processes designed to contain and control incidents, reduce any potential impact to the business, identify and investigate the root cause and implement corrective actions to reduce the risk of recurrence.-. Colfuturo uses Freshdesk to track support cases, which remain open until they are resolved. The ticket is documented with the steps followed to solve the problem.

11. System backups must be performed regularly (e.g., daily) such that the system can be restored within target times, without loss of data or data integrity. The back up system must be regularly tested.-. The foundation performs daily backups of all information, which are stored in two clouds, IBM and Google. Monthly random information restorations are performed to verify the backups. A log of the backups is kept.

12. The Partner must ensure information and systems are only accessible to authorised personnel with a justified business need.-. Colfuturo uses VPN (public/private keys + MFA) to access data centers and different servers. Web application permissions are assigned granularly to ensure users can only see the data they should have access to. We use Amazon Cognito for user management, which has certifications such as C5, CCCS, CISPE, CPSTIC, DESC CSP, DoD CC SRG, ENS High, FedRAMP, FINMA, GNS, GSMA, HIPAA BAA, HITRUST CSF, ISO 27018.

13. The Partner must ensure that all its employees have completed information security and data protection awareness training.-. At Colfuturo, we use Slack for all internal communication. We have a channel where we continuously inform about potential security risks and precautions to take when accessing information.

14. Hardware that stores, processes, or transmits UCL data must be kept securely, and then securely wiped in line with the NIST 800-88 standard or equivalent when not in use. Equipment and data must be securely disposed of and protected from unauthorised exposure. A certificate of destruction must be provided to UCL upon request.-. The application information is stored in Google buckets. These are the security algorithms implemented by the buckets:1-Encryption in Transit: GCS uses Transport Layer Security (TLS) to encrypt data while it is being transmitted between your systems and Google's data centers. This ensures data privacy and integrity during transfer. 2-
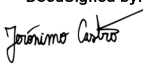
	Encryption at Rest: By default, GCS encrypts all data at rest using the AES-256 encryption algorithm. This encryption is managed by Google's Key Management Service (KMS), and users can also opt for Customer-Supplied Encryption Keys (CSEK) for added control.3-Multi-Factor Authentication (MFA): GCS supports MFA to enhance security by requiring multiple forms of verification before granting access.4-Key Rotation and Management: Google Cloud provides tools to manage and rotate encryption keys regularly to prevent unauthorized access (Astra Security).
	15. The Partner must ensure that these security measures are regularly tested, assessed, and evaluated in terms of their effectiveness in securing relevant UCL data.-. The Partner is permanently committed to information security. We have just hired an external company that will conduct an ethical hacking of our infrastructure in the next 30 days to detect possible vulnerabilities and thus reduce the attack surface. We have formed a cybersecurity committee consisting of the CEO, the financial director, the technology director, and an external CISO advisor from the company Mandiant, a world leader in cybersecurity (https://www.mandiant.com/).
	16. The Partner only uses strictly necessary cookies and does not use any type of persistent cookies.
Contact points for data protection enquiries	DATA IMPORTER Data protection Officer Partner politicadeinformacion@colfuturo.org	DATA EXPORTER Data Protection Officer data-protection@ucl.ac.uk

This Agreement has been entered into on the date stated at the beginning of it.

For University College London   **For COLFUTURO**

DocuSigned by:

Jerónimo Castro

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_____   _____
Name: Professor Kathleen Armour   Name: Jerónimo Castro Jaramillo
Position Vice Provost (Education)   Position: Executive Director

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Date: 24/10/2024   Date _____