MEMORANDUM OF AGREEMENT SUPPLEMENT II Between:

AMERICAN UNIVERSITY

and FUNDACIÓN PARA EL FUTURO DE

4400 Massachusetts Avenue, NW Washington, DC 20016 United States of America

COLOMBIA (COLFUTURO)

Carrera 15 #37-15 Bogota, Colombia

American University (hereinafter "AU") and the Fundación para el Futuro de Colombia (hereinafter "COLFUTURO") have established a Memorandum of Agreement on 10-Sep-2024. Pursuant to that Memorandum of Agreement, the Institutions now enter into this Supplement II (hereinafter "Supplement" or "Agreement") to foster cooperation and enhance the links between the two Institutions through the provision of shared financing for talented Colombian students admitted to obtaining a Master of Laws (LL.M.) degree from the American University Washington College of Law (hereinafter "AUWCL"), within the framework of COLFUTURO'S Loan-Scholarship Program ("Program"). AU and COLFUTURO are individually referred to as "Institution" and collectively referred to as "Institutions." The Institutions agree to the following terms and conditions:

ARTICLE I

DESCRIPTION OF COLFUTURO'S LOAN-SCHOLARSHIP PROGRAM

- 1. Colombian students interested in this Program will seek admission to the graduate degree programs offered by AUWCL (in-residence, Washington DC-based Masters Degrees), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by AUWCL.
- 2. Students applying or admitted to graduate degree programs offered by AUWCL will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all standard requirements established by COLFUTURO.
- 3. Students who are offered a place for full-time graduate studies at AUWCL and who are selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible to be considered for the shared financing under this agreement.
- 4. AUWCL will provide scholarships covering 37.5% of the total tuition cost for the program. This percentage is equivalent to the cost of up to nine (9) academic credits per student for the entire duration of the LL.M. Program.
- 5. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, in accordance with its LOAN-SCHOLARSHIP PROGRAM.

6. 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.

ARTICLE II

COORDINATION AND IMPLEMENTATION OF THE PROGRAM

Each Institution will designate a coordinator to implement and monitor this Program. The designated coordinators will be responsible for ensuring that:

- 7. AUWCL and COLFUTURO will provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to AUWCL.
- 8. AUWCL provides COLFUTURO with all relevant promotional materials and brochures on the different graduate degree programs offered by AUWCL to encourage interest among prospective Colombian students.
- 9. AUWCL 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 to apply to COLFUTURO.
- 10. COLFUTURO informs AUWCL of successful candidates by sending the list of Colombian students admitted to AUWCL and selected as beneficiaries of the COLFUTURO Loan-Scholarship Program.
- 11. AUWCL will select the students who will be granted the AUWCL scholarship mentioned in Numeral 4. AUWCL will then inform COLFUTURO of this decision.
- 12. COLFUTURO provides AUWCL with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I). The designated AUWCL coordinator ensures that relevant authorities of AUWCL (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
- 13. Both Institutions make the necessary financial arrangements for confirmed scholars.
- 14. Both Institutions have the obligation to inform the other Institution of any change in the designated coordinator or signatory in charge of this Agreement.

ARTICLE III

DESCRIPTION LL.M. PROGRAM RESIDENTIAL TRACK

15. The Master of Laws (LL.M.) degree requires the satisfactory completion of 24 credits with a grade point average of 2.0 (C) or higher. Participating COLFUTURO members in the LL.M. program Residential Track shall be enrolled as degree-seeking students. Upon satisfactory completion of the LL.M. program, the students will obtain an LL.M. degree.

- 16. The length of the program may vary from nine (9) to twenty-four (24) months. During this time, students must be enrolled as full-time students. International students must obtain a student visa or legal residency documentation to attend and must be enrolled in at least eight (8) credits per semester, which is considered full-time enrollment for visa purposes in this program.
- 17. The LL.M. in Human Rights and International Humanitarian Law (LL.M. HRIHL), a flexible graduate program for lawyers, is offered in-person in Washington DC and in the English language, <u>https://www.wcl.american.edu/impact/initiatives-programs/hracademy/LL.M./</u>

18. LL.M. PROGRAM RESIDENTIAL TRACK DESCRIPTION. The Residential Track, https://www.wcl.american.edu/impact/initiatives-

programs/hracademy/LL.M./curriculum/residential/, is offered only in English. Students have access to over 40 classes offered in the Spring and Fall semesters, as well as the over a dozen human rights specialized courses offered during the Program of Advanced Studies each summer.

- a. In addition, students can complete externships and/or independent studies for credit. International students must obtain a student visa or legal residency documentation to attend and be enrolled in at least eight (8) credits each semester, which for visa purposes is considered full-time enrollment for this program.
- b. **New York Bar:** The Residential Track is the only track that allows students to sit for the New York Bar Exam. The American Bar Association (ABA) requires that out of the 24 credits required to earn the LL.M., twelve (12) credits must be in the subject matters required by the New York Bar.
- 19. The Program of Advanced Studies on Human Rights and Humanitarian Law In-Person Courses. The Program of Advanced Studies on Human Rights and Humanitarian Law, https://www.american.edu/wcl/impact/initiatives-programs/hracademy/advanced/ is an essential part of the LL.M. HRIHL. This three (3) weeks program offers a variety of specialized courses not offered during the regular semesters and is taught by over three dozen world-renowned experts in human rights and humanitarian law. Full-time residential students are strongly encouraged to take summer courses. (see Annex II for a list of courses offered in 2025)

ARTICLE IV

ADMISSION PROCEDURES FOR LL.M. PROGRAMS AT AUWCL

- 20. Each year during the term of this Agreement, and beginning in the Fall 2025, COLFUTURO members can apply at the AUWCL LL.M. program. COLFUTURO holds one selection process per year, and it will send WCL the list of selected students in May of every year. Once students are selected by COLFUTURO, they will have up to two years to formalize their admission to the program and use COLFUTURO's funding. COLFUTURO members who have been admitted can enroll during the Fall and Spring semesters of each year.
- 21. For the purpose of admission to the LL.M. Programs, students applying to graduate degree programs must satisfy the following requirements:
 - a. Completion of a law degree (LLB);
 - b. Submit an Online Application and pay the \$55 USD application fee;
 - c. Official copies of academic records from an ABA-accredited U.S. Law school or foreign law school with equivalent standards;
 - d. Statement of purpose;
 - e. Resume;
 - f. Two (2) letters of recommendation;
 - g. Official Proof of Competency in English (TOEFL, PTE, IELTS, or Kansas), if applying to the English Program. Minimum English Language Scores are as follows:
 - i. TOEFL 84 IBT or 563 paper based
 - ii. IELTS 6.5
 - iii. PTE Academic 56
 - iv. Kansas 70 or higher on each subsection; 350 or higher on the total score
 - v. Duolingo 110 or higher

Requirements are subject to change; please visit the website for all the up-to-date information on the documents needed, including minimum test scores requirement information at:

https://www.american.edu/wcl/academics/degrees/llm/how-to-apply/index.cfm

ARTICLE IV

STATUS OF STUDENTS AND PROGRAM OF STUDY

22. Under the terms of this Agreement, Colombian students sponsored by COLFUTURO shall be considered registered students of AUWCL and have the same rights and privileges as all degree-seeking students of the LL.M. and shall be subject to all AUWCL's rules and regulations.

ARTICLE V

FEES AND EXPENSES

- 23. Colombian students sponsored by COLFUTURO and enrolled in the AUWCL LL.M. Program shall receive a scholarship established in the Numeral 4 above.
- 24. Admitted students will be responsible for all costs and arrangements regarding necessary study visas, finding and covering the cost of accommodations, international travel, travel in the US, books, equipment, transportation, consumables, hospitalization, health insurance, AUWCL's administrative fees, and all other incidental expenses arising out of their participation in the AUWCL LL.M.

ARTICLE VI

HEALTH INSURANCE

- 25. Admitted students enrolled in the in-person track will be required to purchase AU student health insurance from AU or provide proof of equivalent insurance, which must include sufficient medical coverage and repatriation expenses if necessary. Such insurance must be in place for the whole duration of their program, commencing from their departure from their home country until their final return.
- 26. AUWCL will direct students requiring medical assistance to appropriate services. All students will be required to provide proof of coverage by their own individual, valid student health insurance at their own expense prior to departing their home country for their study abroad experience. AUWCL will not be responsible for any medical expenses incurred by admitted students participating in the AUWCL LL.M. that are not covered by COLFUTURO's respective student health insurance policies. If AUWCL determines that any admitted student is in an emergency situation, it will immediately notify COLFUTURO and cooperate fully in determining what additional actions may be required.

ARTICLE VII

EXAMS AND GRADES

- 27. Participating students will be required to sit for final examinations and be assessed and graded in the same manner as other LL.M. students at AUWCL. They will earn credits in accordance with AUWCL policies and regulations.
- 28. Participating students shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at AUWCL

ARTICLE VIII VISA AND ACCOMMODATIONS

29. Admitted students enrolled in the residential track will be responsible for arranging the necessary visa and for finding and covering the cost of accommodation and all other incidental expenses associated with their in-person status.

ARTICLE IX

PROMOTION, PUBLIC RELATIONS, AND MARKETING

- 30. COLFUTURO will promote the full-time AUWCL Residential LL.M. Programs among its members and shall inform the AUWCL Office of Graduate Admissions about the selected candidates in May each year.
- 31. COLFUTURO shall seek prior written approval from AUWCL for any marketing materials in which AU or AUWCL is mentioned.

ARTICLE X

FORCE MAJEURE

32. Neither Institution shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement if the Institution's failure to perform is attributable to war, riot, strike, terrorist acts, or other work stoppage; fire; flood; epidemic, plague, pandemic, outbreak of disease or other public health crisis, including quarantine or other employee restrictions; act of government; act of God; or any other act not within the control of the Institution whose performance is interfered with, and which, by reasonable diligence, such Institution is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure" occurrence. In the event of a Force Majeure occurrence, both Institutions may terminate this Agreement without liability, and any funds paid in advance will be fully refunded within thirty (30) days from the notice of termination.

ARTICLE XI

IMPLEMENTATION OF THE AGREEMENT

- 33. Each Institution shall designate one individual to fulfill the responsibilities of student exchange coordinator to facilitate student exchanges under the terms of this Agreement:
 - a. For the AUWCL LL.M. applications, the person of contact shall be Mr. **Clark Morris**, AUWCL's Director of Graduate Admissions, at <u>LL.M.@wcl.american.edu</u>,

- b. For the AUWCL HRIHL LL.M., the person of contact shall be Ms. Maria Cristina Sunkel, AUWCL's HRIHL LL.M. Coordinator, at humanrightsLLM@wcl.american.edu
- c. For the COLFUTURO, the person of contact for items related to the agreement shall be Ms. Johanna Torres, Director of International Relations, at Johanna.torres@colfuturo.org
- d. For COLFUTURO, the person of contact for students' payments shall be Ms. Maria Lut Siza, Director of the Loan-Scholarship Program at marialut.siza@colfuturo.org
- 34. This Supplement will become effective on the last date of signature by the Institutions and will be in effect until September 10, 2029, unless terminated earlier under the terms of this Supplement. Renewal of this Supplement shall require the execution of a new supplement agreement.
- 35. The terms and conditions of the Memorandum of Agreement are hereby incorporated by reference. If there is a conflict between the terms of this Supplement and the Memorandum of Agreement, then the Supplement will control.
- 36. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.

Now intending to be legally bound, AU and COLFUTURO have caused their duly authorized representatives to execute this Memorandum of Agreement as of the last date of signature written below.

For: American University

Washington, D.C. USA

Prita Patel

Prita Patel 32BD20268E4F496.

Vice Provost, Academic Administration

DocuSigned by:

Date: 6/11/2025

For: COLFUTURO

Bogotá, Colombia

Journmo Custro Name: Jeronimo Castro Jaramillo

DocuSigned by:

Title: Executive Director Date: 01-Jul-2025 | 19:03 SAPST

ANNEX I - GENERAL TERMS AND PAYMENT SCHEME OF COLFUTURO LOAN-SCHOLARSHIP PROGRAM

- 1. COLFUTURO's financing system consists of a Loan-Scholarship of up to USD\$50,000 for a maximum financing period of two years.
- 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 in January and up to February 28th. Results are published by the middle 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 considering 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 USD2,000 per month)
 - Textbooks 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. The loan turns into a partial scholarship when the student returns to Colombia and resides in the country for a pre-established period. 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.

ANNEX II TO SUPPLEMENT II - LL.M. PROGRAM

This Annex II to the Supplement II signed between AU and COLFUTURO establishes additional details regarding the LL.M. in International Human Rights and Humanitarian Law at AUWCL and describes a scholarship opportunity for COLFUTURO sponsored students, AUWCL reserves the right of admission and will only review applications that meet the requirements.

AUWCL offers one of the most prestigious advanced LL.M. degrees in International Human Rights and Humanitarian Law programs in the U.S., with a specialized curriculum taught by a prominent group of AUWCL and international faculty, which includes over 40 global leaders in the field of human rights and humanitarian law.

RESIDENTIAL LL.M. PROGRAM

Students are required to take 12 credits in Specialized Courses in International Human Rights and Humanitarian Law. Depending on experience, students should choose six (6) credits from a list of suggested core course credits and complete the remaining credits with other key elective course credits. The university offered the course below in the past, but the offer might change every year.

Spring Core Courses

- LAW-980-001 Advanced International Law and Peace Negotiations
- LAW-795AL-001 Africana Legal Studies
- LAW-656-001 Asylum & Refugee Law
- LAW-659A-001 EU Law, Policy & Diplomacy
- LAW-725B-001 Gender, Cultural Differences, and International Human Rights Seminar
- LAW-816-001 International & Transitional Justice
- LAW-808-001 International Business & Human Rights
- LAW-618-001 International Environmental Law
- LAW-795MB-002 International Human Rights Law Courts & Monitoring Bodies
- LAW-620-001 International Humanitarian Law: Law of Armed Conflict
- LAW-903-001 International Law Commission Practicum
- LAW-754 LL.M. Externship Program
- LAW-978-001 Responses of International Law to Conflict-Based Sexual and Gender Violence
- LAW-795OC-001 Protection for the Oceans -The New High Seas Treaty
- LAW-775-001 Labor Migration in the Global Economy
- LAW-997-001 Strategic Litigation

Fall Core Courses

- LAW-620-001 International Humanitarian Law
- LAW-626-001 Human Rights
- LAW-676A-001 Gender & International & Comparative Law
- LAW-739A-001 Human Rights & Terrorism Seminar
- LAW-754-012 Human Rights Externship (LL.M. Only)
- LAW-850-001 International Criminal Law
- LAW-927-001 International Trafficking in Persons
- LAW-956-001Torture Prohibition in International Law (Permission Only)
- LAW-980-001 Advanced International Law and Peace Negotiations (Permission Only)
- LAW-997-001 Strategic Litigation & Human Rights

Key Electives Courses

- LAW-739A Human Rights & Terrorism
- LAW-808 International Business & Human Rights
- LAW-662 International Organization & Multi-National Institutions
- LAW-927 International Trafficking in Persons
- LAW-795F Prevention of Genocide
- LAW-714 Advanced International Humanitarian Law
- LAW-656 Asylum & Refugee Law
- LAW-795Q Human Rights & the Environment
- LAW-795TJ International & Transitional Justice
- LAW-725B Gender, Cultural Difference, Human Rights
- LAW-676A Gender and International/Comparative Law
- LAW-886 Global Perspectives on the Rights of Persons with Disabilities
- LAW-795CL International Criminal Law & Procedure Practicum (Permission Only)
- LAW-795LC International Law Commission Practicum
- LAW-997 Strategic Litigation in International Human Rights Law
- LAW-795U Torture Prohibition in International Law (Kovler Project Permission Only)
- LAW-618 International Environmental Law
- LAW-655 Immigration & Naturalization

Additional Required Courses (4 credits)

All LL.M. students in the residential track who are not trained in a common law country are required to take the following courses:

- LAW-580-001 American Legal Institutions (2 credits)
- LAW-580-002 Legal Research & Writing (2 credits)

Experiential and Research Skills (up to six credits optional)

Students are encouraged to seek experiential learning opportunities through externships for credits at international or domestic institutions, NGOs, or think tank employers in fields related to international human rights and humanitarian law. Those interested in doctrinal and research skills may opt into the research track by completing a research paper supervised by a faculty advisor.

Experiential Opportunity: LL.M. candidates may register for and successfully complete an externship for credits.

Research Opportunity: LL.M. candidates may complete a research paper that demonstrates a high degree of skill in legal scholarship and writing. The paper can be written in connection with a class or through independent research and writing.

PROGRAM OF ADVANCED STUDIES IN HUMAN RIGHTS AND HUMANITARIAN LAW

COLFUTURO participants are strongly encourage to participate in the Program of Advanced Studies on Human Rights and Humanitarian Law, which offers over a dozen of courses during the summer semester.

ANNEX III TO SUPPLEMENT II - PROGRAM OF ADVANCED STUDIES IN HUMAN RIGHTS AND HUMANITARIAN LAW

This Annex III to Supplement II - Program of Advanced Studies in Human Rights and Humanitarian Law of the Memorandum of Agreement signed between American University Washington College of Law (WCL) and COLFUTURO establishes the list of courses offered by the Academy on Human Rights and Humanitarian Law at American University Washington College of Law during the Program of Advanced Studies on Human Rights and Humanitarian Law at American University and the credit equivalencies at American University.

LL.M. students will earn academic credits for the courses taken during the Program of Advanced Studies. All the courses represent dos (2) credits. AUWCL will establish the costs of each credit during the respective academic year.

COURSES	MINUTE S IN CLASS	CREDIT S
Human Rights and Development	1540	2
Women & International Human Rights Law	1540	2
International Justice for Human Rights Violations	1540	2
United Nations Human Rights System	1540	2
Economic, Social, and Cultural Rights	1540	2
International Humanitarian Law	1540	2
Human Rights and the Environment	1540	2

a. In English

a) In Spanish:

COURSES	MINUTE S IN CLASS	CREDIT S
Impunidad y Justicia Internacional	1540	2
Sistema Interamericano de Derechos Humanos	1540	2
Implementación de los Derechos Humanos en Derecho Interno	1540	2

Derecho Internacional Humanitario	1540	2
Mujeres y el Derecho Internacional de los Derechos	1540	2
Litigio y Activismo en Derechos Humanos	1540	2
Derechos Económicos, Sociales y Culturales	1540	2
Derechos Humanos y Cortes	1540	2
Sistema de Derechos Humanos de las Naciones Unidas	1540	2
Libertad de Expresión	1540	2