

COLLABORATION AGREEMENT

BETWEEN

International Institute of Social Studies, Kortenaerkade 12, 2518 AX The Hague, an institute of Erasmus University Rotterdam, an entity under public law, with its registered office at Burgemeester Oudlaan 50, 3062 PA Rotterdam, the Netherlands, registered with the Chamber of Commerce under number 24495550, and lawfully represented in this matter by **Prof. Dr. Ruard Ganzevoort**, Rector, hereinafter referred to as: **'EUR-ISS'**

And

Fundación para el futuro de Colombia, with registered offices at Carrera 15 37-15 Bogota, Colombia, hereby lawfully represented in this matter by **Jeronimo Castro Jaramillo**, **Executive Director**; hereinafter referred to as **"COLFUTURO"**.

Hereinafter each individually referred to as: **"Party"** and collectively as: **"Parties"**;

WHEREAS

- Parties share a mutual interest in strengthening bilateral cooperation in the field of education between Colombia and the Netherlands;
- Parties are committed to fostering academic excellence by increasing financial support available for Colombian students seeking to pursue graduate degrees at EUR-ISS;
- Parties have successfully collaborated in the past under a prior agreement, and now wish to renew and enhance their cooperation under the terms and conditions set forth herein;

NOW, THEREFORE, the parties have entered into agreement as follows:

Article 1. Duration of Agreement

1. This Agreement shall be operational upon signing of all Parties and shall be in force until 1 October 2028.

Article 2. Purpose of the agreement

The purpose of this agreement is to foster cooperation and enhance the ties between the two institutions through the provision of shared financing for talented Colombian students admitted to graduate degree programs at EUR-ISS, within the framework of a Joint Graduate Loan-Scholarship Program (hereinafter referred to as the "Program").

Article 3. Organization

1. Authorized representatives:

- For changes or amendments to this Agreement, the authorized representatives of the Parties shall be the signatories to this Agreement nominated in the agreement or their designated representatives.

- For matters regarding the implementation and monitoring of the Agreement, the authorized designated representatives shall be:

<ul style="list-style-type: none"> - For EUR-ISS: Name: Wieke Blaauw Position: Senior Policy Advisor Email: Blaauw@iss.nl Phone: +31 (0)70 4260 492
<ul style="list-style-type: none"> - For COLFUTURO: Name: Johanna Torres Position: Academic Advising Director Email: johanna.torres@colfuturo.org Phone: (57)1 3405394 Ext. 124

2. Scope and structure of the program

2.1 Student Admission:

- Colombian students interested in the Program shall apply for admission to EUR-ISS's graduate degree programs (Master's and Doctor of Philosophy Degrees), in accordance with EUR-ISS's standard application procedures and admission requirements, including language proficiency tests.
- Students who are offered admission to EUR-ISS shall submit an application to COLFUTURO for the Loan-Scholarship, in accordance with COLFUTURO's application procedures and requirements.

2.2 Eligibility for Shared Financing:

- Students who have been admitted to EUR-ISS and selected as beneficiaries of the COLFUTURO Loan-Scholarship shall be eligible for shared financing under this Agreement.

3. Financial Support:

- EUR-ISS shall provide the financial support for students commencing their studies during the academic years 2024 up to and including 2028 by granting a reduction in tuition fees of 20%.
- COLFUTURO shall provide the remainder of the tuition fees, a living allowance, and other related costs, for a maximum of two years, with total financing not exceeding USD 50,000. The amounts for tuition fee will be paid to ISS, the other amounts directly to the students.
- Students shall be responsible for securing additional funding to cover any other expenses not covered by this Agreement.

Article 4. Responsibilities of the parties

1. General responsibilities

- Parties agree to actively promote this Agreement to prospective Colombian graduate students.

2. Responsibilities of EUR-ISS:

- EUR-ISS shall provide COLFUTURO with promotional materials and brochures on its graduate degree programs to encourage interest among prospective Colombian students.
- EUR-ISS shall inform Colombian students admitted to its programs about the Loan-Scholarship Program and encourage them to apply to COLFUTURO.

3. **Responsibilities of COLFUTURO:**

- COLFUTURO shall provide EUR-ISS with institutional information about its Loan-Scholarship Program, including payment schemes.
- COLFUTURO shall inform EUR-ISS of the successful candidates by providing a list of Colombian students admitted to EUR-ISS and selected as beneficiaries of the Loan-Scholarship Program.
- COLFUTURO shall coordinate with EUR-ISS to ensure timely disbursement of funds and compliance with the financial arrangements stipulated in this Agreement.

Article 5. Confidentiality

1. Both parties agree to treat all information related to the students, financial arrangements, and other proprietary information disclosed under this Agreement as confidential, in accordance with the applicable laws and regulations, including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR).

Article 6. Data protection

1. In the event that Personal Data are processed in the context of this Agreement and/or the Project, the Parties will comply with the obligations under the GDPR. If required, they will enter into a Data Processing Agreement as referred to in Article 28(3) of the GDPR or a Joint Controller Agreement as referred to in Article 26 (1) of the GDPR which shall form part of this Agreement.
2. If a Party fails to fulfill its obligations under the GDPR and/or its data protection obligations under this Agreement and/or additional agreements this Party is liable for any and all claims, demands, damages, liabilities and costs arising therefrom and shall indemnify and hold the other Party harmless from any liability or loss resulting from violation of the obligations under the GDPR and/or breach of the agreed data protection provisions.

Article 7. Liabilities

1. Parties are not liable for indirect or consequential damage, including but not limited to damage consisting of or associated with lost profits, losses incurred, missed orders and lost savings, negative publicity, reputational damage or loss of data and/or materials.
2. Parties indemnifies each other against all claims of Third Parties arising from damage suffered by these Third Parties, including legal costs, which is the result of the application or use of the results of Parties or by another party to whom the Parties has made the results or part of them available. The first sentence does not apply in the event of intent or deliberate recklessness by Parties.
3. *No warranties:* In respect of any information or materials supplied by one Party to the other Parties under this Agreement no warranty or representation of any kind is made, given or implied, as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. The recipient Party (requesting organization) shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

Article 8. Term and termination

1. **Term:** This Agreement shall enter into force upon signature by the authorized representatives of both parties and shall remain valid until 1 October 2028.
2. **Termination:** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party. Termination shall not affect the rights or obligations of either party with respect to students who have already been admitted to the Program under this Agreement.

Article 9. *Dispute resolution and Governing Law*

1. In the event of a dispute arising out of or in connection with this Agreement, the parties shall first seek to resolve the dispute amicably through negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to submit the dispute to mediation or arbitration in accordance with the applicable laws of the Netherlands.
2. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles.

THUS AGREED AND SIGNED,

Ruard Ganzevoort
Rector, EUR-ISS

Jerónimo Castro
Executive Director, COLFUTURO

Date:

Date: