



Memorandum of Understanding

Between

Fundación para el Futuro de Colombia

and

Duke University School of Law

The *Fundación para el Futuro de Colombia* (COLFUTURO) and Duke University School of Law share an interest in strengthening bilateral cooperation in the field of education between Colombia and the United States of America.

This Memorandum of Understanding (hereinafter "MOU") aims to foster cooperation and enhance the links between the two institutions by providing shared financing for talented Colombian students admitted to graduate degree programs at Duke University School of Law, within the framework of a Joint Graduate Loan-Scholarship Program.

The Joint Graduate Loan-Scholarship Program will operate as follows:

1. Colombian students interested in this Joint Graduate Loan-Scholarship Program will seek admission to the International LL. M. degree program offered by Duke University School of Law, (hereinafter the "LLM"), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by Duke University School of Law.
2. Students applying or admitted to the LLM offered by Duke University School of Law will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
3. Students admitted to the LLM Program at Duke University School of Law and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible or considered for the shared financing under this agreement.
4. Duke University School of Law will provide a scholarship in the amount of USD20,000 fees for up to two (2) students per year.
5. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, per its policies and procedures, up to USD50,000.
6. The students are responsible for obtaining financial resources to cover other costs (that are not included in this Loan-Scholarship MOU) related to their program of study.
7. Each institution will designate a coordinator to implement and monitor this Joint Graduate Loan-Scholarship Program. In particular, the designated coordinators will be responsible for ensuring that:
 - a. Duke University School of Law and COLFUTURO provide prospective Colombian scholars with information on their programs.

- b. Duke University School of Law provides COLFUTURO with all the relevant promotional materials and brochures produced by Duke University School of Law to encourage interest among prospective Colombian students.
- c. Duke University School of Law provides all Colombian students admitted to the LLM with information on the Loan-Scholarship Program of COLFUTURO and encourages these students to contact and apply to COLFUTURO.
- d. COLFUTURO informs Duke University School of Law of successful candidates by sending the list of Colombian students admitted to Duke University School of Law and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
- e. COLFUTURO provides Duke University School of Law with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I). The designated coordinator of Duke University School of Law ensures that relevant individuals at Duke University School of Law (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
- f. Both institutions make the necessary financial arrangements for confirmed scholars.
- g. Both institutions have an obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

8. The designated coordinators are:

For Duke University School of Law:
Leslie Allen
Sr. Program Coordinator
leslie.allen@law.duke.edu
+1 (919) 613-7147

For COLFUTURO:
Johanna Torres
Academic Advising Director
johanna.torres@colfuturo.org
(57) 601 3405394 Ext. 114, 127

9. Both institutions will promote the MOU to prospective Colombian graduate students.

10. This MOU shall remain in force from the date of signature by the designated representatives of each party and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement by providing at least ninety (90) days prior written notice to the other party.

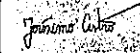
11. Nothing in this document is intended to create a legally binding agreement and shall not be construed as such. The parties acknowledge and agree that this MOU is only an expression of their current intentions and is not intended to create any legally enforceable obligations. The parties further acknowledge and agree that they shall not be bound to perform any of the terms of conditions set forth in this MOU, and that this MOU shall not be admissible in any legal proceeding as evidence of any obligation, duty, or liability.

SIGNATORIES



Kerry Abrams
James B. Duke and Benjamin N. Duke
Dean of the School of Law
Date:

Jan. 24, 2024

DocuSigned by:

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Jerónimo Castro Jaramillo
Executive Director, COLFUTURO

Date: 05-Jan-2024 | 21:54 SAPST

Annex 1 General Terms and Payment Scheme of COLFUTURO Loan-Scholarship Program

1. COLFUTURO's financing system consists of a Loan-Scholarship of up to USD50,000 for a maximum financing period of two years.
2. The applicants for the Loan-Scholarship determine the amount to be requested from COLFUTURO following 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 made in US Dollars, but COLFUTURO can pay university tuition in other currencies. However, COLFUTURO beneficiaries have an obligation to assume any discrepancy arising from foreign exchange fluctuations between the US Dollar amount requested by 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 online application becomes available in January and up to February 28th. Results will be published by the mid of May. These dates may change each call.
6. COLFUTURO notifies partner universities regarding the selection process results 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 no later than October 31st.
- Second payment: On March 15th, Student must submit the corresponding invoice to COLFUTURO before 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 not included in this Loan-Scholarship agreement related to their program of study.
11. The students have a financial responsibility towards the University; COLFUTURO will pay on their behalf. After COLFUTURO makes the final payment, the student must cover any outstanding balance, including those resulting from exchange rate fluctuations.
12. The loan turns into a partial scholarship when the student returns to Colombia and resides there 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 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 academics or researchers 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 beneficiary must pay the loan component monthly, upon his or her return to Colombia, according to the established amortization period, which cannot exceed a 5-year term.