

Supplemental Agreement 1

**Between
American University
School of International Service**

and

Fundación para el Futuro de Colombia

Whereas, American University University's School of International Service (AU-SIS) and the Fundación para el Futuro de Colombia (COLFUTURO) (Collectively "Institutions") entered into a Memorandum of Agreement on May 13, 2024;

Whereas, AU-SIS and COLFUTURO share an interest in strengthening bilateral cooperation in the field of education between Colombia and the United States;

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

Whereas, the Institutions intend that this Supplemental Agreement 1 ("Supplement") document and clarify the mutual benefits and responsibilities from their respective missions and shared responsibilities; and

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Program will operate as follows:

1. Colombian students interested in this Program will seek admission to the graduate degree programs offered by AU-SIS (residential, Washington DC-based Masters degrees), following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by AU-SIS.
2. Students applying or admitted to graduate degree programs offered by AU-SIS will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
3. Students who are offered a place for full-time graduate studies at AU-SIS 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. AU-SIS will provide a scholarship of 50% of tuition to all eligible students for up to five students each academic year.
5. The AU-SIS will offer this financial support for Master's students for up to two consecutive academic years.
6. COLFUTURO will provide the remainder of the tuition fees, living allowance and will cover other related costs, in accordance with its policies and procedures, up to USD50,000 and up to two years.

7. 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.
8. Each institution will designate a coordinator to implement and monitor this Program. In particular, the designated coordinators will be responsible for ensuring that:
 - a. AU-SIS and COLFUTURO provide prospective Colombian scholars with information on their programs of interest and guidance on how to apply to AU-SIS
 - b. AU-SIS provides COLFUTURO with all the relevant promotional materials and brochures on the different graduate degree programs offered by AU-SIS to encourage interest among prospective Colombian students.
 - c. AU-SIS 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.
 - d. COLFUTURO informs AU-SIS of successful candidates by sending the list of Colombian students admitted to AU-SIS and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
 - e. AU-SIS will select from the list mentioned in Numeral 8 item d, the students who will be granted the University scholarship mentioned in Numeral 4. The University will then inform COLFUTURO of this decision.
 - f. COLFUTURO provides AU-SIS with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I). The designated coordinator AU-SIS ensures that relevant authorities of AU-SIS (i.e., bursars and student account offices) in charge of student accounts accept the terms of COLFUTURO's Loan-Scholarship Program.
 - g. Both institutions make the necessary financial arrangements for confirmed scholars.
 - h. Both institutions have the obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.
9. Student Conduct. Program students will be subject to AU's Student Conduct Code and Academic Integrity Code.
10. FERPA. COLFUTURO and AU recognizes that AU is an institution subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232[g], et seq. COLFUTURO and AU may have access to student information in the performance of the Supplement hereunder. COLFUTURO warrants and represents that it (i) is familiar with the requirements of FERPA and the United States Department of Education regulations promulgated thereunder, (ii) will not use or allow access to personally identifiable information from education records, except in accordance with the requirements established by AU; (iii) will not use education records for any purpose other than the purposes specified in this Supplement; and (iv) shall ensure compliance with such requirements by itself and any of its contractors or sub-contractors.
11. Official Notice. The designated coordinators are:

<p>For American University-School of International Service: Jia Jiang Senior Director, Graduate Enrollment Management jiang@american.edu +1-202-885-1689</p>	<p>For COLFUTURO: Johanna Torres Academic Advising Director johanna.torres@colfuturo.org (57)1 3405394 Ext. 124</p>
--	---
12. Both institutions will promote the agreement to prospective Colombian graduate students.

This agreement shall remain in force from the date of signature by the designated representatives of each party.

DocuSigned by:
Prita Patel
32BD20268E4F496...

Prital Patel
Vice Provost for Academic Administration
American University

Date: 5/13/2024

DocuSigned by:
Jerónimo Castro
36A639907FE24B1...

Jerónimo Castro Jaramillo

Executive Director, COLFUTURO

Date: 10-Sep-2024 | 15:49 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 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.

MEMORANDUM OF AGREEMENT

Between:

American University
School of International Service
4400 Massachusetts Avenue, NW
Washington, DC 20016
United States of America

and

Fundación para el Futuro de
Colombia
(COLFUTURO)
Carrera 15 #37-15
Bogota
Colombia

American University, (hereinafter “AU”), a fully accredited private doctoral institution chartered by an Act of Congress in 1893, and Fundación para el Futuro de Colombia, (hereinafter “COLFUTURO”) a *non-profit foundation created in 1991, whose corporate purpose is to promote, support, finance, direct and participate in the training and training of Colombian students through the Credit Program Scholarship, as a cultural and social development objective for the benefit and national interest*, recognize that a Memorandum of Agreement (hereinafter “Agreement”) to establish a relationship would be of mutual benefit. AU and COLFUTURO hereinafter shall be individually referred to as “Institution”, and collectively referred to as “Institutions.”

Therefore, AU, represented by Prita Patel, Vice Provost for Academic Administration, and COLFUTURO, represented by Jeronimo Castro Jaramillo, Executive Director, agree to the following:

1. The Institutions agree to explore cooperative academic initiatives between the two Institutions. Any academic initiatives will be agreed upon in writing by the Institutions that will be specified in Supplements to this Agreement.
2. The Institutions agree that any expenses incurred by either Institution under this Agreement will be the sole responsibility of that Institution unless otherwise specified in writing in the Supplements to this Agreement.
3. This Agreement will become effective on the last date of signature by the Institutions and will be in effect for five years from that date unless terminated earlier under the terms of

this Agreement. Renewal of this Agreement shall require the execution of a new Memorandum of Agreement.

4. This Agreement may only be amended by means of common written consent on the part of the signatories or their duly authorized representatives.
5. This Agreement may be terminated early for the following reasons: (1) any Institution may terminate for convenience by providing at least ninety (90) days advance written notice to the other Institution; (2) upon the mutual written agreement of the Institutions; (3) in the event that: (i) any Institution loses its license (if one is required); or (ii) the bankruptcy or insolvency of any Institution; or (4) upon a material breach by any Institution that is not cured within thirty (30) days of receipt of written notice from the non-breaching Institution of such material breach. Termination of this Agreement for any reason shall have the following effect: neither Institution shall have further obligations hereunder except for obligations accruing prior to the date of termination.
6. Each Institution agrees that they will not use the name or logo or make any reference to other Institution in any advertising, publication, brochure, certificate, documentation or diploma without the prior written consent of the other Institution. Any such permission granted under this Agreement is for a nonexclusive, limited purpose related to the performance of this Agreement. Each Institution agrees that upon any such request from the other Institution, permission shall not be unreasonably withheld. In addition, the Institutions agree that nothing in this Agreement shall give any right, title, or interest in any of the other Institution's marks, trademarks, logos, or photographic images, except the right to use it in accordance with the terms of this Agreement.

7. COLFUTURO and AU warrant and represent that they are in compliance with all their respective country's laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.
8. The Institutions agree and acknowledge that each Institution may disclose confidential information ("Confidential Information") to the other. Each Institution will use the same degree of care which the Institution ordinarily uses with respect to its own proprietary information to prevent the disclosure of any of the other Institution's Confidential Information, provided that the recipient Institution's obligation shall not apply to information that: (i) is not disclosed in writing or reduced to writing and so marked as "confidential" within thirty (30) days of disclosure; (ii) is already in the recipient Institution's possession at the time of disclosure thereof; (iii) is or later becomes part of the public domain through no fault of the recipient Institution; (iv) is received from a third party having no obligations of confidentiality to the disclosing Institution; (v) is independently developed by the recipient Institution; or (vi) is required by law or regulation to be disclosed provided that the recipient Institution notifies the disclosing Institution and disclosing Institution has an opportunity to seek an appropriate protective order.
9. The Institutions agree that each of the Institutions' respective employees, faculty, agents, and students will be obligated to abide by the host Institution's regulations and rules while participating in any program or activity under the host Institution's responsibility under this Agreement. Said individuals will agree to abide by the laws of the host country during participation in any such program or activity.
10. The Institutions agree that it is to the Institutions' mutual benefit to resolve their differences or disputes amicably. Subject to the terms and conditions set forth in this

Agreement, the Institutions shall escalate any dispute arising out of or related to this Agreement to the Institutions' designated representatives identified above, who shall negotiate in good faith for a period of thirty (30) days to resolve such dispute. Disputes that cannot be resolved by the Institutions shall be determined by a court of competent jurisdiction in the District of Columbia.

11. Each Institution ("Indemnifying Institution") shall defend, indemnify, and hold harmless the other Institution, its agents, representatives, officers, directors, officials, and employees ("Indemnified Institution") from and against all third-party claims, suits, costs, damages, losses and expenses, including but not limited to attorney fees and costs resulting from the Indemnifying Institution's acts or omission related to this Agreement. Both Institutions certify that they have sufficient insurance coverage or collateral resources for this indemnification.
12. Except for the specific remedies expressly identified as such in this Agreement, the Institutions agree that their sole liability for damages (whether in contract, tort, by statute or otherwise) for any claim in any manner related to this Agreement, shall be the payment of direct damages. In no event shall either Institution be liable for any consequential, liquidated, or special damages against the other Institution. Each Institution shall maintain its own liability insurance coverage.
13. In the event of an emergency related to this Agreement, each Institution will notify the other Institution and/or any other appropriate individual or institution as the other Institution may indicate for such purpose as soon as feasible. In such an event, each Institution will fully cooperate to determine what further action, if any, appears to be appropriate in the circumstances.

14. All notices required by this MOA shall be deemed to have been sufficiently given when personally delivered or transmitted by certified or registered mail or overnight delivery with a tracking number by a similar service, such as UPS or FedEx. A courtesy copy may be sent by email in addition to the required hard copy. All notices for this MOA shall be provided to the following points of contact:

TO: AMERICAN UNIVERSITY:

Jia Jiang
School of International Service
4400 Massachusetts Avenue, N.W.
Washington, DC 20016
E-Mail: Jiang@american.edu

TO: Other Institution Name

Johanna Torres
Carrera 15 # 37-15, Bogota, Colombia
E-Mail: Johanna.torres@colfuturo.org

15. 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.
16. Both Institutions agree that any payment it receives from foreign sources is in compliance with the rules and regulations established in their respective countries.
17. Neither Institution may assign this Agreement without the prior written consent of the other.

18. This Agreement is between COLFUTURO and AU and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any student or other third party.
19. This Agreement shall be governed and construed by the laws of the District of Columbia and the United States of America.
20. This Agreement contains the whole understanding of the Institutions and supersedes all prior oral or written representations and statement between the Institutions. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. The Institutions agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

DocuSigned by:
Prita Patel
32BD20268E4F496...

Prita Patel

Vice Provost for Academic Administration

5/13/2024

Date

For: COLFUTURO

DocuSigned by:
Jerónimo Castro
36A639907FE24B1...

Jerónimo Castro Jaramillo

Executive Director

10-Sep-2024 | 15:49 SAPST

Date