



**COLLABORATIVE AGREEMENT**  
**Made as of the 26<sup>th</sup> day of May, 2025 (the “Effective Date”)**

**BETWEEN**

**FUNDACIÓN PARA EL FUTURO DE COLOMBIA**

**AND**

**LAKEHEAD UNIVERSITY**

The *Fundación para el Futuro de Colombia* (COLFUTURO) and Lakehead University share an interest in strengthening bilateral cooperation in the field of education between Colombia and Canada, promoting stronger ties between the two institutions to increase the administrative support and guidance available for English language studies of Colombian students.

The purpose of this agreement is to foster cooperation and enhance the links between the two institutions through the provision of shared administrative support for talented students admitted to the COLFUTURO Language Program (LP) at Lakehead University’s English Language Centre in Thunder Bay, Ontario, Canada.

**I. MUTUAL COOPERATION:**

1. Colombian students interested in learning or improving their English language skills will seek admission to the COLFUTURO Language Program. Once students have been admitted to the COLFUTURO Language Program, and choose to study at Lakehead University, COLFUTURO will support students in the admissions process to the English Language Centre programs offered by Lakehead University, following the normal application procedures, and meeting all the standard admission requirements established by Lakehead University. Lakehead University agrees to waive all application fees for students from the COLFUTURO Language Program.
2. Students admitted to the Language Program of COLFUTURO are solely responsible for the attainment of financial resources to cover their tuition and/or ancillary fees. Neither party accepts any responsibility or liability for the failure of a student to fulfil such responsibility.

3. Students admitted to Lakehead University's English Language Program will pay COLFUTURO the total cost of tuition prior to commencement of their program. COLFUTURO shall make the international wire transfer of the total cost of the student's program directly to Lakehead University. COLFUTURO will pay the total cost of tuition, on the students' behalf, prior to their programs start date.
4. Lakehead University shall invoice COLFUTURO directly for each of the students admitted to their English Language Program. All invoices must be itemized and for each individual student and provided to COLFUTURO for payment, prior to each student's commencement of their program.
5. Students may decide to pay other costs such as accommodation, meals plans, etc. directly to Lakehead University. Neither party accepts any responsibility or liability for the failure of a student to fulfil such responsibility.
6. Lakehead University will provide a partial scholarship of twenty (20%) percent of the value of tuition for any open enrolment in the English Language Centre, Academic English Program at Lakehead University to every student sent by the Language Program of COLFUTURO.
7. Lakehead University will offer a full tuition scholarship to any open enrolment English Language Centre program for every fifteen (15) students referred by COLFUTURO.
8. COLFUTURO will provide administrative support, guidance, and any available information to the students admitted to Lakehead with admissions and visa requirements and procedures. COLFUTURO agrees to promote Lakehead University's English Language Centre's programs.
9. Each party will designate a coordinator to implement and monitor this agreement. In particular, the designated coordinators will be responsible for ensuring that:
  - a. Lakehead University and COLFUTURO provide prospective Colombian Language Program students with information on their programs of interest and guidance on how to apply to Lakehead University's English Language Centre.
  - b. Lakehead University provides COLFUTURO with all the relevant promotional materials and brochures on the different English Language Centre study programs offered by Lakehead University and COLFUTURO shall encourage interest among prospective Colombian students.

- c. Lakehead University provides all Colombian students admitted to their English Language Centre programs information on the Language Program of COLFUTURO and encourage these students to contact and submit an application to COLFUTURO.
- d. COLFUTURO informs Lakehead University's English Language Centre of successful candidates by sending the application form of each student admitted to the Language Program of COLFUTURO. COLFUTURO will advise Lakehead University if students decide to postpone or withdraw from any programs.
- e. Each party has the obligation to inform the other party of any change in the designated coordinator in charge of this agreement.

10. The designated coordinators are:

FOR LAKEHEAD UNIVERSITY:	FOR COLFUTURO:
Lilliana Lopez Roldan	Laura Trujillo
Student Sponsored Coordinator	Languages Program Director
e-mail: llopez@lakeheadu.ca	e-mail: laura.trujillo@colfuturo.org
Phone: 1-807-343-8110 ext. 7876	Phone: (57)601 3405394 Ext. 123

## **II. TERM AND TERMINATION:**

This agreement shall commence on the Effective Date and continue thereafter from year to year, unless either party gives at least thirty (30) days written notice of termination to the other party or both parties agree in writing to an earlier termination.

## **III. CONFIDENTIALITY and PROPRIETARY MATERIAL:**

- 1. For the purposes of this agreement, "Proprietary Material" includes, but is not limited to each party's copyrightable material, curriculum, computer software, logos, corporate marks, product marks, identifiers and trademarks.
- 2. Each party shall protect the other party's Proprietary Material in the same manner it would protect its own Proprietary Material and shall report to the other party any violations of the other party's Proprietary Material rights of which it becomes aware.
- 3. Each party, or its faculty, shall own all right, title and interest in and to any intellectual property created or developed by it under, or arising from this agreement, in accordance

with the party's policies, procedures, guidelines and practices, or any law related to invention contribution or authorship as applicable. Neither party transfers ownership in nor grants any license to use any background or prior intellectual property or Proprietary Material to the other party except for the sole purpose of using it in a specific activity developed under this agreement.

4. For the purposes of this Agreement, "Confidential Information" shall mean personal and/or confidential information in the custody or control of either party and shall include all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature that is identified as confidential and is disclosed by one party to the other party, either in a written document received from or belonging to the party which is marked or identified as confidential, or oral or visual information identified as confidential at the time of disclosure.
5. Notwithstanding the foregoing, Confidential Information shall not mean information which is now, or subsequently in the public domain (other than as a result of disclosure by the receiving party in violation of this agreement) and/or:
  - a. Which is already in the lawful possession of a party prior to its receipt from the other party;
  - b. Which is independently developed by a party without use or reference to the Confidential Information of the other party;
  - c. Which is lawfully obtained by a party from a third party who does not have an obligation of confidentiality; or
  - d. Which is disclosed pursuant to a court or tribunal order or other legal obligation or in accordance with legislation.
6. Unless a court or tribunal order or other legal obligation requires otherwise, the parties may use or disclosure Confidential Information only as follows:
  - a. They may disclose Confidential Information to each other and use the Confidential Information only to the extent necessary to carry out the agreement;
  - b. They may disclose the Confidential Information only to their employees, agents, and subcontractors who need the Confidential Information to perform their job functions under this agreement and only to the extent necessary for such performance, and not to disclose the Confidential Information further, and

- c. They shall take reasonable measures to secure and withhold the Confidential Information from disclosure, other than as permitted under this Agreement.
7. If a court or tribunal order or other legal obligation compels a party to disclose Confidential Information it has received from the other party, the party so compelled to shall inform the other party. The other party may seek a protective order or other appropriate relief, if they so choose. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information that its counsel advises that it is legally required to disclose.
8. The parties understand and agree that as a public institution, Lakehead University is bound by the "*Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. F. 31 ("FIPPA") and other privacy legislation and that COLFUTURO is bound to comply with Statutory Law 1581 of 2012 "Data Protection". The parties acknowledge the responsibilities implied and agree to adhere to their respective legislations.

#### **IV. LEGAL NOTICES:**

Any demand, notice, consent or other communication to be given in connection with this agreement must be given in writing and must be given by personal delivery, courier, registered mail, or electronic mail addressed to the recipient as follows:

##### TO LAKEHEAD UNIVERSITY:

Attention: Dr. David Richards, Interim Provost & Vice-President (Academic)  
Lakehead University  
955 Oliver Road  
Thunder Bay ON P7B 5E1  
Tel: (807) 343-8010 ext 8509  
Email: [provost.vpa@lakeheadu.ca](mailto:provost.vpa@lakeheadu.ca)

##### WITH A COPY TO :

Attention: Tara Hum, Legal Counsel  
Tel: (807) 343-8010 ext 8166  
Email: [thum@lakeheadu.ca](mailto:thum@lakeheadu.ca)

##### TO COLFUTURO:

Attention: JERÓNIMO CASTRO JARAMILLO  
LEGAL REPRESENTATIVE COLFUTURO

Carrera 15 # 37-15 Bogotá D.C., Colombia

Tel: (57) 601 340 5394

Email: [jeronimo.castro@colfuturo.org](mailto:jeronimo.castro@colfuturo.org)

WITH A COPY TO :

Attention: Laura Trujillo, Languages Programs Director

Tel: (57) 601 340 5394

Email: [laura.trujillo@colfuturo.org](mailto:laura.trujillo@colfuturo.org)

or other mailing address or electronic mail address, or individual as may be designated by notice by either party to the other. Any such communication, if given by personal delivery, will be conclusively deemed to have been given on the day of actual delivery thereof, or if given by registered mail or courier, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal hours next occur if not given during such hours. If notice is sent by electronic mail, delivery will be deemed the business day following the day on which such notice is sent.

**V. GENERAL:**

1. RELATIONSHIP: this agreement does not create, and must not be construed to create, any express or implied relationship between the parties of employment, principal and agent, joint venture, or partnership.
2. AMENDMENT: no cancellation, deletion, addition, modification of, amendment to, or any other change in this agreement or any provision hereof shall be effective and binding for any purpose unless specifically set forth in writing and duly executed by both of the parties hereto.
3. WAIVERS: no waiver of any provision of this agreement is binding unless it is in writing and signed by both parties. No failure to exercise, and no delay in exercising, any right or remedy, under this agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this agreement will be deemed to be a waiver of any subsequent breach of that provision.
4. SEVERABILITY: the invalidity of any provision of this agreement or any covenant herein contained or the unenforceability of the same against either party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this agreement against the other party hereto.

5. ENTIRE AGREEMENT: This agreement and all documents contemplated by or delivered under or in connection with this agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or verbal.
6. COUNTERPARTS: This agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
7. SURVIVAL: Unless otherwise indicated in this agreement, the obligations of the parties which expressly, or by their nature, survive termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to, the confidentiality of personal and other confidential information.
8. FORCE MAJEURE: In the event that the performance of the obligations under this Agreement is prevented by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damages sustained or have further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, natural disasters, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labour disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause which is beyond the control of the parties.
9. GOVERNING LAW: In any disputes regarding the terms of this agreement shall be construed exclusively in accordance with the laws of the Province of Ontario, and the laws of Canada applicable herein, including its international private law rules. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes, and actions related to this agreement and the parties attorn to the jurisdiction of those courts.

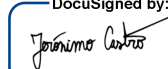
IN WITNESS WHEREOF the Parties have caused this Agreement to be signed and executed by their duly authorized representatives:

**FOR LAKEHEAD UNIVERSITY:**

**Dr. David Richards**  
Provost & Vice-President, Academic

Date:

**FOR COLFUTURO:**

DocuSigned by:  
  
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**Jerónimo Castro Jaramillo**  
Executive Director

Date: 26-May-2025 | 20:31 SAPST

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**Kathy Pozihun**

Vice-President, Administration & Finance

Date: