



Collaborative Agreement

Between

Fundación para el Futuro de Colombia

and

Memorial University of Newfoundland

The *Fundación para el Futuro de Colombia* (COLFUTURO) and Memorial University of Newfoundland (MEMORIAL) share an interest in strengthening bilateral cooperation in the field of education between Colombia and Canada.

This agreement 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 MEMORIAL, 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 thesis-based master's programs (Master of Engineering Degrees) offered by the Faculty of Engineering and Applied Science at MEMORIAL, following the normal application procedures and meeting all the standard admission requirements (including official language tests) established by MEMORIAL and its School of Graduate Studies.
2. Students applying or admitted to Master of Engineering Degrees offered by the Faculty of Engineering and Applied Science at MEMORIAL will submit a Loan-Scholarship application to COLFUTURO, following the normal application procedures and meeting all the standard requirements established by COLFUTURO.
3. Students offered a place for full-time study for Master of Engineering Degrees by the Faculty of Engineering and Applied Science at MEMORIAL and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO will be eligible or considered for the shared financing under this agreement.
4. MEMORIAL will provide baseline funding of \$8,000 Canadian dollars per year, for up to 2 (two) years, of the tuition fees to all students who are admitted to a fellowship-eligible, in-person, 2-year thesis-based Master of Engineering Degree program at MEMORIAL by its School of Graduate Studies and on the recommendation of the Faculty of Engineering and Applied Science of MEMORIAL.

5. MEMORIAL will offer this financial support for Master of Engineering Degrees students for up to 2 (two) years.
6. 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 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 Joint Graduate Loan-Scholarship Program. In particular, the designated coordinators will be responsible for ensuring that:
 - a. MEMORIAL and COLFUTURO provide prospective Colombian scholars with information on their programs.
 - b. MEMORIAL provides COLFUTURO with all the relevant promotional materials on the Master of Engineering Degrees offered by the Faculty of Engineering and Applied Science to encourage interest among prospective Colombian students.
 - c. MEMORIAL provides all Colombian students admitted to their Master of Engineering Degrees information on the Loan-Scholarship Program of COLFUTURO and encourages these students to contact and apply to COLFUTURO.
 - d. COLFUTURO informs MEMORIAL of successful candidates by sending the list of Colombian students admitted to MEMORIAL and selected as beneficiaries of the Loan-Scholarship Program of COLFUTURO.
 - e. MEMORIAL 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 MEMORIAL with institutional information on COLFUTURO and pertinent details on its Loan-Scholarship Program and the payment scheme (see Annex I). The designated coordinator of MEMORIAL ensures that relevant authorities of MEMORIAL (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 an obligation to inform the other party of any change in the designated coordinator or signatory in charge of this agreement.

9. The designated coordinators are:

For MEMORIAL:
Sarah Teo
Manager, Intl Programs and Partnerships
tteo@mun.ca
1 (709) 864-8488

For COLFUTURO:
Johanna Torres
Academic Advising Director
johanna.torres@colfuturo.org
(57)1 3405394 Ext. 124

10. Both institutions will promote the agreement to prospective Colombian graduate students.
11. This Agreement shall remain in force from the date that the last party signs this Agreement and ends 3 years after that date.

In the event of a dispute that cannot be resolved through negotiation or mediation, or in the event that one party does not wish to mediate such a dispute, then this agreement will be immediately terminated without prejudice to any student who is currently registered at MEMORIAL. Any student who is then registered at MEMORIAL will be allowed to complete

their program to the extent they remain eligible but no further students will receive the benefits outlined under this agreement.

All regulations governing graduate students and programs at MEMORIAL and the School of Graduate Studies as outlined in the official University Calendar (<https://www.mun.ca/university-calendar/school-of-graduate-studies/>).

Regulations governing the expectations and behaviours of students at MEMORIAL can be referenced in the Student Code of Conduct (<https://www.mun.ca/student/student-supports-and-services/respectful-campus-community/student-code-of-conduct/>)

Both parties acknowledge and agree that MEMORIAL is subject to the Access to Information and Protection of Privacy Act, 2015 ("ATIPPA 2015") and any records COLFUTURO supplies to MEMORIAL, including the terms of this agreement, may be subject to requests under the ATIPPA, 2015. In the event of a request to MEMORIAL for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the ATIPPA, 2015. COLFUTURO agrees to provide all necessary assistance as may be reasonably requested by MEMORIAL to enable it to comply with its obligations under that Act, if applicable.

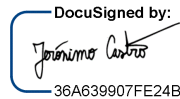
COLFUTURO acknowledges that "personal information", as defined in ATIPPA 2015, may be disclosed to it from time to time pursuant to this Agreement. Accordingly, COLFUTURO agrees to comply with the Privacy Schedule attached hereto as Annex 2 (the "Privacy Annex"). For the purpose of the Privacy Annex, COLFUTURO shall constitute the "Contractor."

Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the other party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.



Dr. Jennifer Lokash
Provost and Vice-President (Academic)
pro tempore, Memorial University

Date: October 29, 2024

DocuSigned by:

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Jerónimo Castro Jaramillo
Executive Director, COLFUTURO

Date: 12-Nov-2024 | 19:06 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.

ANNEX 2 – PRIVACY ANNEX

This Privacy Annex forms part of the agreement between Memorial University of Newfoundland and the Contractor.

Definitions

1. In this Annex,

(a) “Act” means the *Access to Information and Protection of Privacy Act of Newfoundland and Labrador 2015*, as amended from time to time;

(b) “Contact Information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) “Personal Information” means recorded information about an identifiable individual, other than Contact Information, collected, received or created by the Contractor as a result of or in the course of the Agreement or any previous agreement between the University and the Contractor dealing with the same subject matter as the Agreement.

Purpose

2. The purpose of this Annex is to:

(a) enable the University to comply with its statutory obligations under the Act with respect to Personal Information; and

(b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to Personal Information.

**This Annex has been adapted from the privacy protection schedule recommended by the Government of British Columbia for use by public bodies in that province. It has been amended as necessary to reflect the requirements of the Access to Information and Protection of Privacy Act of Newfoundland and Labrador (ATIPPA).*

Collection of Personal Information

3. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects Personal Information:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the title, business address and business telephone number of the person designated by the University to answer questions about the Contractor's collection of Personal Information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the University to make a decision that directly affects the individual the information is about.

Collection, Use, Disclosure and Release of Personal Information

7. If the Contractor receives a request for access to Personal Information from a person other than the University, the Contractor must promptly advise the person to make the request to the University unless the Agreement expressly requires the Contractor to provide such access and, if the University has advised the Contractor of the name or title and Contact Information of an official of the University to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and Contact Information to the person making the request.

8. The Contractor agrees that if there is an access to information request (on behalf of an individual) pursuant to any access to information legislation that applies to the Contractor, the Contractor will provide notice of such request to the University and the University shall work with the Contractor to compile the appropriate response. Any work required on behalf of the Contractor shall be at no additional charge to the University.

9. Unless the University otherwise directs in writing, the Contractor may only use Personal Information if that use is:

(a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and

(b) in accordance with the Act and this Annex.

10. The Contractor agrees that it will not directly or indirectly use, collect, disclose or release Personal Information for any purpose, including sale of the Personal Information, which use, collection, disclosure and

release is not authorized by the University and that agrees that access, use, collection, disclosure or release of the Personal Information for any purpose not related to the agreement is strictly prohibited.

11. The Contractor agrees to limit access, use and disclosure of the Personal Information to only those who need it within its organization for purposes of the agreement.

12. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor must not disclose Personal Information outside Canada.

13. If the Contractor is legally required or compelled through the service of a subpoena or warrant to disclose any of the Personal Information belonging to the University, it must provide the University with prompt notice of the compelled disclosure to allow the University to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

Correction of Personal Information

14. Within 5 business days of receiving a written direction from the University to correct or annotate any Personal Information, the Contractor must annotate or correct the information in accordance with the direction.

15. When issuing a written direction under section 14, the University must advise the Contractor of the date the correction request to which the direction relates was received by the University in order that the Contractor may comply with section 16.

16. Within 5 business days of correcting or annotating any Personal Information under section 15, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the University, the Contractor disclosed the information being corrected or annotated.

17. If the Contractor receives a request for correction of Personal Information from a person other than the University, the Contractor must promptly advise the person to make the request to the University and, if the University has advised the Contractor of the name or title and Contact Information of an official of the University to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and Contact Information to the person making the request.

Protection of Personal Information

18. The Contractor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to Personal Information

19. Unless the University otherwise directs in writing, the Contractor must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

Retention of Personal Information

20. Unless the Agreement otherwise specifies, the Contractor must retain Personal Information until directed by the University in writing to dispose of it or deliver it as specified in the direction.

Inspection of Personal Information

21. In addition to any other rights of inspection the University may have under the Agreement or under statute, the University may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any Personal Information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of Personal Information or its compliance with this Annex and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

22. The Contractor must in relation to Personal Information comply with:

- (a) the requirements of the Act applicable to the Contractor as a service provider, and
- (b) any direction given by the University under this Annex.

23. The Contractor acknowledges that it is familiar with the requirements of the Act governing Personal Information that are applicable to it as a service provider.

Notice of non-compliance

24. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Annex in any respect, the Contractor must promptly notify the University of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

25. In addition to any other rights of termination which the University may have under the Agreement or otherwise at law, the University may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Annex in a material respect. On termination the Agreement the Contractor agrees to return or destroy all Personal Information, at the discretion of the University, and if requested to destroy, agrees to document the destruction in writing and provide written confirmation of same.

Privacy Breach Protocol

29. The Contractor acknowledges that it is responsible for any security incident or breach related to the Personal Information of the University, which is not caused by any act, omission or negligence of the University. The Contractor shall notify the University in writing within twenty-four (24) hours whenever the Contractor reasonably believes that there has been an unauthorized acquisition, destruction, modification, use, disclosure of or access to the Personal Information ("Security Breach"). Such notification shall summarize the details of the Security Breach and any corrective action taken or to be taken by the Contractor. After providing the required notice, the Contractor will investigate the Security Breach and promptly take all necessary and advisable corrective action to eliminate or contain the exposure or situation that led to the Security Breach, and will keep the University apprised of the status of the Security Breach and all corrective measures taken, and all matters related thereto.

General

30. The Contractor acknowledges that the University imposes the same contractual obligations regarding Personal Information on any subcontractor of the Contractor.

31. The Contractor agrees that upon termination of the agreement or should the Contractor cease operations, all Personal Information will be returned to the University at no cost to the University.

32. The Contractor agrees that it will comply with audits for privacy and security compliance, including risk assessments, privacy impact assessments and vulnerability assessments, for the duration of the Agreement.

33. The Contractor acknowledges that the University is subject to the Act, and any records the Contractor supplies to the University may be subject to an access to information request pursuant to the Act. In the event of a request to the University for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the Act.

Interpretation

34. In this Annex, references to sections by number are to sections of this Annex unless otherwise specified in this Annex.

35. Any reference to the "Contractor" in this Annex includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Annex.

36. The obligations of the Contractor in this Annex will survive the termination of the Agreement.

37. If a provision of the Agreement (including any direction given by the University under this Annex) conflicts with a requirement of the Act or an applicable order of the Commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

38. The Contractor must comply with the provisions of this Annex despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.