



**University
of Victoria**



COLFUTURO

Memorandum of Understanding

between

UNIVERSITY OF VICTORIA
Division of Continuing Studies
CANADA

and

FUNDACIÓN PARA EL FUTURO DEL COLOMBIA (COLFUTURO)
COLOMBIA

THIS AGREEMENT made as of April 12, 2024 between **UNIVERSITY OF VICTORIA**, as represented by its Division of Continuing Studies, 3800 Finnerty Road, P.O. Box 1700 STN CSC, Victoria, B.C. V8W 2Y2 (“UVic”), and **FUNDACIÓN PARA EL FUTURO DE COLOMBIA**, Carrera 15 N° 37-15, Bogotá, Colombia (“COLFUTURO”) (UVic and COLFUTURO are individually a “Party” and jointly the “Parties”) WITNESSES THAT the Parties agree as follows:

Purpose

The Parties enter into this Agreement related to the delivery of language services and educational programming, for the purpose of furthering potential cooperation in both education and academic learning experience. UVic and COLFUTURO hereby affirm their intent to explore possible cooperation as will be of mutual benefit to their respective universities. Academic cooperation and exchange are considered here to include but is not limited to:

- a) Facilitation of the study of English as an Additional Language by students, teachers and staff of COLFUTURO.
- b) Coordination of cultural activities for students, teachers and staff of COLFUTURO.
- c) Exchange of data, documentation, and research materials in fields of mutual interest.

The two Parties agree that this Memorandum of Understanding is not a legally binding document but rather a statement of the common intent to engage in mutually acceptable cooperation to identify potential opportunities for academic cooperation and exchange. Details of the implementation of any particular initiative resulting from this agreement shall be negotiated between the two universities as each specific case may arise and will result in a separate agreement.

Term

1. This Agreement is effective on signature of both Parties and shall continue until terminated by either Party until December 31, 2026 (the “Term”).
2. A minimum of three (3) months’ written notice is required from either party to revise, renew or terminate the agreement.
3. In the event of termination, all commitments to Participants already registered in a program will be honoured.

UVic Obligations

4. UVic will:
 - a. Offer English as an Additional Language and Business programs through the UVic Division of Continuing Studies. For up-to-date program information, please visit: www.continuingstudies.uvic.ca
 - b. Make every effort to provide COLFUTURO with promotional materials including website links, digital flyers, videos and brochures for distribution to potential Participants.
 - c. With the prior authorization of the Participant, provide COLFUTURO with the Participant’s grades.
 - d. Provide on-campus Participants with a UVic Identification Card allowing access to the UVic library, computer laboratories, gym etc.
 - e. Provide mandatory health insurance for the duration of the program, for a fee;

- f. Provide accommodation options for students when possible and available. This includes the UVic dormitories and the Homestay program. UVic dormitories are normally available to the ELC students during summer, and homestay availability varies at different times;
- g. Invoice COLFUTURO directly for each Participant admitted to **English Language Centre** programs. The invoices will be prepared separately for each Participant, with a breakdown for every item.
- h. Follow tuition payment schedules, procedures and policy when registering Participants for **Business** programs. Participants will be required to remit application fees and deposits upon registration in order to receive a Letter of Acceptance for their studies.

COLFUTURO Obligations

- 5. COLFUTURO will:
 - a. Promote the programs offered by UVic to students, teachers and staff at all its units and campuses;
 - b. Adhere to UVic policies and processes: <https://continuingstudies.uvic.ca/elc/how-to-apply/policies>
 - c. Attest to the Participants' affiliation with the Institution as of the date of Participants' registration with UVic;
 - d. Act solely as a facilitator for the purposes of implementing this Agreement and assume no obligation for Participants' actions, behaviour or financial commitments.
 - e. Support students in their admissions processes to the programs offered by UVic, following the normal application procedures and meeting all the standard admission requirements established by the UVic Division of Continuing Studies;
 - f. Ensure that Participants are aware of and meet the minimum language requirements of the English Language Centre as a prerequisite for registration by completing the online English test with a minimum score of 85% pass: www.uvic.ca/elc/testing.
 - g. For **English Language Centre** programs, receive the Participants' payments in three different installments and then make the international wire of the total cost of their program (one payment in full) directly to the UVic bank account. COLFUTURO will pay on the Participants' behalf before their programs have started. Participants registered in Homestay accommodation will be expected to pay accommodation fees directly to their Homestay hosts.

Participants' Obligations

- 6. Participants will:
 - a. Be 18 years old or older by the start date of on-campus and online English Language Centre programs.
 - b. Meet Canadian Visa Requirements for travel to Canada to attend on-campus programs;
 - c. Read, understand and follow all applicable guidelines and application deadlines.
 - d. Buy medical insurance for the duration of the program through the mandatory 'Student Services Fee' applied to the registration of all on-campus Continuing Studies programs;

- e. Be responsible for fee payments to COLFUTURO so that COLFUTURO may remit direct payment to the University of Victoria, according to program tuition payment schedules and policy.
- f. Abide by all applicable UVic policies, the laws of Canada and the Province of British Columbia.
- g. Be responsible for all travel arrangements to arrive in Victoria, BC on or before the program arrival date.
- h. Pay any additional costs not included in the invoice received by COLFUTURO.

Notices

- 7. All notices provided for in this Agreement shall be in writing and shall be delivered to the parties at the following address unless changed in writing

For UVic:

Department: Division of Continuing Studies

Name/Position: Kyla Jardin, Lead Recruitment Coordinator

Telephone: 1-250-721-8731

E-mail: kjardin@uvic.ca

Address: PO Box 1700, STN CSC, Victoria, BC, V8W 2Y2, Canada

For "COLFUTURO"

Department: Languages Program

Name/Position: Laura Trujillo, Languages Program Director

Telephone: +57 (1) 3405394 Ext. 123

Email: laura.trujillo@colfuturo.org


Address: Carrera 15 N° 37-15, Bogotá, Colombia

General

- 8. The two Parties agree that:
 - a) This Agreement is the entire agreement between the Parties with respect to its subject matter. The headings and section numbers in this Agreement are included for convenience of reference only and shall not affect its interpretation or meaning.
 - b) This Agreement cannot be delegated or assigned by either Party without the prior written consent of the other, shall be governed by and construed according to the laws of British Columbia and shall endure to the benefit of and be binding upon the successors and the permitted assigns of the Parties.
 - c) No variation or modification of this Agreement and no waiver of its provisions or conditions shall be valid unless in writing and signed by a duly authorized signatory for each Party.
 - d) This Agreement may be signed by separate counterparts, which may be transmitted by email or facsimile, and each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one instrument. Agreements transmitted electronically and electronic signatures on documents shall be considered to be as effective and binding as original documents and original signatures.


This Agreement has been executed on behalf of each of the Parties by the authorized signatories indicated below.

UNIVERSITY OF VICTORIA
by its Authorized Signatories



Dr. Jo-Anne Clarke
Dean, Division of Continuing Studies

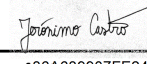
Date: 12 April 2024



Dr. Seppy Masoodi
Director, English Language Centre

Date: 12 Apr 2024

COLFUTURO
by its Authorized Signatories

DocuSigned by:


Jerónimo Castro Jaramillo
Executive Director, COLFUTURO

Date: _____

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF VICTORIA
Division of Continuing Studies
CANADA

and

FUNDACIÓN PARA EL FUTURO DEL COLOMBIA (COLFUTURO)
COLOMBIA

Tuition Discounts

UVic will:

- a. For the Term of this Agreement, offer Participants a 20% discount off the regular price Tuition Fee for open enrollment ***on-campus* English Language Centre** programs. This discount applies to direct registration only.
- b. For the Term of this Agreement, offer Participants a 20% discount off the regular price Tuition Fee for open enrollment ***online* English Language Centre** programs “Intensive English-Online” and “University Admission Preparation-Online” and a 15% discount off the regular price Tuition Fee of “English for Global Communication” and “Cultural Discovery” courses. These discounts apply to direct registration through the partner only.
- c. For the Term of this Agreement, offer Participants a 15% discount off the regular price Tuition Fee for open enrollment **Business** programs: “Certificate in Business Administration (CBA)” and “Diploma in Business Administration (DBA)”. These discounts apply to direct registration through the partner only.