



**AGREEMENT BETWEEN FUNDACIÓN PARA EL FUTURO DE COLOMBIA
AND
THE UNIVERSITY OF PENNSYLVANIA ENGLISH LANGUAGE PROGRAMS**

This agreement is entered into and effective as of the last date in the signature section below by and between the *Fundación para el Futuro de Colombia* (COLFUTURO) (hereinafter referred to as “COLFUTURO”) and the Trustees of the University of Pennsylvania, owner and operator of the University of Pennsylvania English Language Programs (“ELP”), for the purpose of recruitment for ELP programs held at the University of Pennsylvania campus in Philadelphia, PA, USA.

The agreement covers the following ELP programs: Intensive Program (IP), University Connection Program (UniConn), University Connection Plus Program (UniConn Plus), and Institute for Academic and Professional Studies (IAPS). See Appendix 2 for program overviews, requirements, procedures, and fees.

I. Responsibilities of COLFUTURO

- A. COLFUTURO shall abide by NAFSA’s criteria for ethical and responsible recruitment of students (“Statement of Ethical Principles,” NAFSA), attached hereto as Appendix 1, and agree to provide to prospective students full and accurate information about the ELP, including but not limited to its enrollment procedures; costs for tuition, fees, room and board, and incidental expenses; academic offerings; and facilities.

- B. (i) COLFUTURO will provide names and addresses of recruited participants prior to enrollment. Participation is contingent upon the results of screening for conflicts or sanctions. Upon a successful background screening, ELP will provide Participants with formal letters of invitation and other documents as may be required for establishing their status for visa and other purposes.

(ii) Screening of Participants. The parties intend that no person be recruited by COLFUTURO and admitted to the program who has been placed on a list of parties for which the US. Government maintains restrictions on certain transactions (collectively “Denied or Restricted Parties”), is part of an organization that has been placed on such a list, or is located in a comprehensively sanctioned country, unless authorization has been obtained. Accordingly, COLFUTURO covenants that it will not knowingly recruit or recommend for placement in any program specified under this Contract, or accept funds from, any individual or organization. Such individuals, entities, or groups can be screened against the U.S. government lists at: <https://www.trade.gov/consolidated-screening-list>, or through a third-party vendor.

- C. COLFUTURO students attending the ELP’s Intensive Program (IP), University Connection Program (UniConn), University Connection Plus Program (UniConn



Plus), or Institute for Academic and Professional Studies (IAPS) will make their own arrangements for housing and meals. They can apply to one of the housing options offered by ELP or seek options off campus. If students need assistance, they should contact the ELP Student Services Coordinator.

- D. COLFUTURO students are responsible for payment of tuition and university fees some which are due prior to the student's arrival at the university. Students are responsible for payment of any wire transfer fees, course materials such as books and bulkpacks, extracurricular activities, and personal expenses. Students are also responsible for payment of housing and meals if they are not included in the program price.
- E. COLFUTURO students are responsible for the payment of medical insurance fees. Students are responsible for any medical/health/or dental costs not covered by his/her insurance. Verification of adequate health insurance for students and any dependents may be a specific requirement of U.S. immigration regulations and must meet specific terms and conditions determined by the visa requirement, not necessarily the host institution.
- F. Students will be expected to abide by the laws and customs of the host country and by the policies and regulations of the University of Pennsylvania. Students who fail to maintain satisfactory academic performance are subject to dismissal and those who violate the conduct standards of the University of Pennsylvania are subject to discipline, up to and including dismissal from the program. Before it imposes any such discipline or dismissal, the University of Pennsylvania will make reasonable efforts to consult with the appropriate COLFUTURO contact person.

II. Responsibilities of ELP

It is agreed that ELP will be responsible for and provide the following:

- A. ELP shall manage all program planning, organization and administration; program development and content; and instruction.
- B. ELP shall provide application forms and other promotional materials for use by COLFUTURO.
- C. ELP shall provide COLFUTURO reasonable notice of any and all tuition and fee adjustments and changes in programs.
- D. ELP can request the issuance of I-20s for F-1 visas. Each student is responsible for maintaining valid and appropriate immigration status for the entire duration of his or her enrollment in the program.

- E. ELP shall provide students with an attendance certificate at the end of the program assuming the student does not violate the attendance policy in the ELP Student Handbook.
- F. ELP shall issue each COLFUTURO student a Penn e-mail account and photo identification card for the duration of the program. During their stay, participating students are entitled to use campus facilities such as libraries, outdoor recreational facilities, student health center, computer labs and campus transportation system.
- G. ELP shall prepare an itemized invoice representing the costs of tuition, fees, and medical insurance. Payment is due prior to the student's arrival at ELP. If upon arrival a student chooses to enroll in additional courses or change programs, an additional invoice will be prepared by ELP.
- H. ELP will make all reasonable attempts to adhere to procedures agreed to with COLFUTURO regarding bill payment, immigration documents, program limitations and extensions. Ultimately, adherence to COLFUTURO's policies is the responsibility of COLFUTURO and the student.

III. Contact Persons

Jack Sullivan, Director (ELP)
University of Pennsylvania; johnsull@sas.upenn.edu

Laura Trujillo, Languages Program Director
COLFUTURO; laura.trujillo@colfuturo.org

IV. Terms of Agreement

- A. COLFUTURO students will receive a discount of thirty percent (30%) on tuition for the ELP's IP, UniConn, UniConn Plus, and IAPS programs at the Philadelphia campus, under the condition that COLFUTURO or the student does not use the services of a third-party agent. In addition, the enrollment fee will be waived. See Appendix 2 for program fees information.
- B. For every 10 ELP IP sessions (including UniConn and UniConn Plus) completed by COLFUTURO students, ELP will award COLFUTURO one tuition scholarship to be credited toward a COLFUTURO-nominated student's future ELP IP session (including UniConn, but not including UniConn Plus) at the Philadelphia campus.
- C. (i) This agreement will remain in force for a period of 5 years from the date of signing. This agreement may be reviewed at any time and any modifications



concerning the present agreement may be made only by mutual consent in writing between authorized representatives of the parties.

(ii) If either institution desires to terminate the agreement, it must inform the other in writing at least 6 months prior to the effective date of termination. It is provided, however, that such termination will not take effect as to students already admitted as of the notice date; these students will have the opportunity to complete the program.

- D. COLFUTURO understands that this agreement is entered into with the University of Pennsylvania's English Language Programs, and does not constitute an agreement with the University of Pennsylvania as a whole or any of its constituent parts other than ELP.
- E. Each party agrees to release and hold the other harmless from and against any claims, damages, liability or costs arising from their respective performance under this agreement, except to the extent that such claims, damages, liability or costs arise from the negligent or willful acts or omissions of the other university or any of its agents or employees.
- F. Each party agrees that in the course of implementing this agreement, they will not engage in unlawful discrimination on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin or disability.
- G. Each party shall comply with any applicable international and local country anti-bribery and anti-corruption laws, decrees, and regulations. In all instances, visitors must conform to the rules and regulations of the host institution and are subject to US Export Control laws and regulations.
- H. Neither party shall use the name, logo, or trademark of the other university in any customer list, advertising, promotional materials, press releases, or other publicity or marketing or sales materials, without the express prior written consent of the other university to each particular use of its name, logo or trademark.
- I. Each party shall comply with all applicable laws, ordinances, statutes regulations and other requirements established by federal, state and local governmental authorities regarding privacy and security protections for Confidential Information. Applicable statutes may include but are not limited to The Family Education Rights and Privacy Act, the Gramm-Leach-Bliley Act and The Health Insurance Portability and Accountability Act.
- J. Each party agrees not to use or otherwise disclose the other's Confidential Information, except (1) As necessary to carry out the responsibilities described in this Agreement; or (2) As expressly permitted by the Disclosing Party in a separate writing.

- K. Each party shall maintain sufficient insurance or self-insurance to cover potential liabilities caused or arising out of the actions or omissions of its directors, officers, agents, students and/or employees under this exchange agreement, or any resulting Supplemental Agreement. Evidence of such insurance or self-insurance shall be provided to the other Party upon request.
- L. Amendments to this agreement may be made at any time after consultation and agreement between the two universities. Any such amendment must be in writing and signed by both parties.
- M. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania of the United States of America without regard to principles of choice of law.
- N. This agreement will be signed and valid in English only.

Duly authorized representatives of the College of Liberal and Professional Studies at the University of Pennsylvania and COLFUTURO have executed this agreement as of the date written.

DocuSigned by:

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Jerónimo Castro Jaramillo
Executive Director
COLFUTURO



Nora E. Lewis
Vice Dean, Professional and Liberal
Education
University of Pennsylvania

Date: _____

Date: 4/5/2022_____

Appendix 1: NAFSA's Statement of Ethical Principles

<https://www.nafsa.org/about-us/about-nafsa/nafsas-statement-ethical-principles>

Educational Success

We are committed to the well-being, safety, security, and success of students, staff, faculty, and scholars. This is why we exist as international educators.

Integrity

We work with others honestly and fairly, abide by our commitments, and always act in a manner that merits trust and confidence.

Compliance with the Law

We respect the rule of law. We follow applicable laws and regulations, respect international law, and carefully and reflectively advise and protect students and scholars regarding those laws and regulations. We will seek out appropriate guidance and advice when regulations appear contradictory, ambiguous, or confusing.

Accountability

We are accountable to each other, to our institutions, and to the association. We are responsible for our actions and for our decisions not to act.

Quality

We seek out and adopt exemplary practices and continuously evaluate, review, and strive to improve our work to achieve its highest quality.

Excellence

We seek out and acquire the training and knowledge necessary to sustain excellence in our professional practice. Our commitment to professional excellence will extend to exercising thorough oversight of external programs and placements.

Diversity, Equity, & Inclusion

We acknowledge that we represent diverse institutions, backgrounds, cultures, and perspectives. We will respect every individual and treat them equitably. We commit to creating an inclusive learning and working environment.

Transparency

We demonstrate the appropriate level of transparency in dealings with individuals and organizations, always keeping the welfare of students foremost, and disclosing any potential conflicts of interest. We will provide faculty, staff, students, and scholars with the information



they need to make informed decisions about program participation and to facilitate their adjustment to the locales and cultures where they will study or work.

Access

In planning, developing, pricing, and implementing our programs we strive to ensure that they are accessible to all qualified individuals, doing our utmost to guarantee that international education is available to all who desire it and can benefit from it.

Sustainability

As international educators, we are committed to proactively developing, supporting, and integrating sustainable practices into our work. We accept the shared responsibility to protect, preserve, and wherever possible, improve our environment by integrating this commitment into our programming, teaching, research, scholarship and other practices.

Responsiveness

We maintain open and readily accessible communication with individuals in our programs and services and with our institutional partners. This includes providing students with the appropriate level of support based on age, experience, language ability, and placement.

Therefore, holding these principles constantly in mind, we will work to extend and improve international education in all its forms and at all levels, including advocating for programs, policies, regulations, and laws that reflect these principles. We will seek out appropriate guidance and advice when regulations appear contradictory, ambiguous, or confusing. Additionally, we will work aggressively for the realization of these principles in our personal and professional conduct, throughout our institutions, and in organizations with which we affiliate.

Appendix 2: ELP Programs Overview

	Intensive Program	University Connection University Connection Plus	Institute for Academic and Professional Studies
Session Length	7 weeks	7 weeks	4 weeks
Academic Hours Per Week	20	20	20
Proficiency Level	Levels 100 (beginner) to 800 (advanced) <i>Students will take a placement test upon arrival to determine proficiency level.</i>	UniConn: Intermediate to Advanced UniConn Plus: IBT 70 or higher	Pre-intermediate to Advanced English language test scores of TOEFL iBT 40+, IELTS 5+, DET 45+, or TOEIC 400+ . Students without test scores may take the online ELP Placement Test.
Other Requirements	Student must be at least 17 years old on first day of program.	Student must be at least 17 years old on first day of program.	Student must be at least 18 years old on first day of program.
Dates & Prices	Tuition rates can be found here: https://www.elp.upenn.edu/programs/dates-prices Tuition rates for the academic year will be updated online in the Spring. If student enrolls in Penn Credit courses, tuition costs vary depending on the specific courses in which the student enrolls. <u>Cost does not include 30% tuition discount.</u> Students in the IP and UniConn programs must purchase their books and materials separately.		

For more program details, please visit the Penn ELP website at www.elp.upenn.edu