



## **Collaboration Agreement Between**

### **NewSchool of Architecture and Design, LLC and Fundación Guatefuturo**

NewSchool of Architecture and Design, LLC ("NewSchool") and Fundación Guatefuturo ("Guatefuturo") both have an interest in strengthening bilateral co-operation in the field of education between Guatemala and United States of America, and enhancing the links between NewSchool and its academic counterparts in Guatemala. An important means of fostering such co-operation and links is the provision of loan and scholarship opportunities to talented Guatemalan students wishing to pursue master degrees at NewSchool. The purpose of this agreement is to facilitate financing for Guatemalan graduate students at NewSchool, within the framework of a joint graduate loan and scholarship program.

The joint graduate loan and scholarship program will operate as follows:

1. Students in Guatemala interested in the program will seek their admission to NewSchool, following the normal application procedures, and meeting all the standard admission requirements established by New School, including all English language requirements.
2. Students unconditionally accepted by NewSchool will submit a loan and scholarship application to Guatefuturo, following the normal application procedures, and meeting all the standard requirements established by Guatefuturo.
3. Students who are offered a place for full-time study at NewSchool, and who are selected for a loan and scholarship by Guatefuturo, will then be eligible for the loan(s) and scholarship(s) available under this agreement.
4. NewSchool will provide tuition scholarships to eligible students that are admitted in Master's Programs. There will be a scholarship of 10% off the tuition fees to all eligible students for the duration of their participation in such eligible NewSchool Master's Program, so long as such student is continuously enrolled, maintains the minimum academic performance requirements of such program and maintains compliance with the NewSchool Code of Conduct for students as set forth in the Academic Catalog and Student Handbook. <http://newschoolarch.edu/academics/academic-catalog/>
5. Guatefuturo will provide the selected students with the remainder of the tuition and fees, as well as a stipend for living expenses, according to its established norms, i.e. up to US\$25,000 per year for a maximum of two years. It is acknowledged and agreed that any and all loans arising or related to this agreement shall be between Guatefuturo and

the students directly and NewSchool shall not be party to any such loans. Students will have to provide from other sources any further amount required to meet the full costs of their programme of study.

6. Each institution will designate a named coordinator to implement and monitor the program. In particular, named coordinators will be responsible for ensuring:
- a. That NewSchool provides Guatefuturo with all relevant promotional material and prospectuses in order to facilitate interest in its programs in Guatemala.
  - b. That New School provides all Guatemalan students unconditionally accepted in its full-time graduate programs with information about the loan and scholarship program and encourages them to contact and submit an application to Guatefuturo.
  - c. That Guatefuturo forwards information and details regarding the selected students to NewSchool, subject to the student's written consent, and in a manner that preserves confidentiality of private student information.
  - d. That the necessary financial arrangements as outlined herein are:
    - i) communicated and confirmed with participating students and agreed to
    - ii) in writing by all involved parties.

The named coordinators are:

For NewSchool:

Student Recruitment and Support  
**ATTN: STEFANIA COSTA**  
International Enrollment Liaison  
NewSchool of Architecture & Design  
1249 F Street San Diego, CA 92101  
Email: [scosta@newschoolarch.edu](mailto:scosta@newschoolarch.edu)  
Direct: (619) 684-8887  
Fax: (443) 451-8626

Agreement Changes and Support  
**ATTN: OFFICE OF ADMISSIONS**  
NewSchool of Architecture & Design  
1249 F Street San Diego, CA 92101  
Email: [NSADadmissions@newschoolarch.edu](mailto:NSADadmissions@newschoolarch.edu)  
Direct: (619) 684-8866  
Fax: (443) 451-8626

For Guatefuturo:

**ATTN: MARTA BARRERA DE DONIS**  
Programs Coordinator  
Fundación Guatefuturo  
Boulevard Los Próceres, 18 calle 24-69 Zona 10  
Empresarial Zona Pradera  
Torre II, Nivel 15, Oficina 1506  
Ciudad de Guatemala

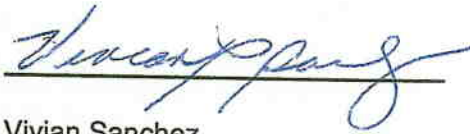
7. Both institutions will publicise the agreement to prospective Guatemalan graduate students at their own cost and expense.
8. Guatefuturo shall comply with Laureate's then-current Code of Business Conduct and Ethics including Laureate's Code of Conduct and Ethics for Suppliers (the "Code") and Laureate's Anti-Corruption Policy (the "Policy"), the most current versions of which can be found at [www.laureate.net](http://www.laureate.net) (currently at <http://www.laureate.net/Legal/CodeofEthics.aspx>). By signing below, Guatefuturo indicates it has reviewed the Code and the Policy, and agrees to abide by their terms in Guatefuturo's provision of services to NewSchool and the students of NewSchool.



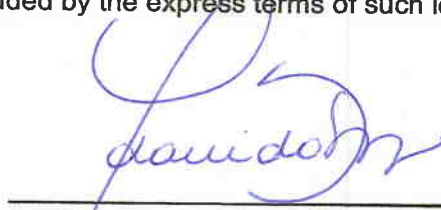
9. Anti-Corruption
- a. Guatefuturo and each of its agents, employees, and subcontractors working under this Agreement will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Guatefuturo warrants that Guatefuturo will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving NewSchool, transfer anything of value, directly or indirectly, to any person (including those in the private sector, as well as government officials and employees, and employees of government-controlled companies) in order to obtain or retain business or any improper benefit or advantage.
  - b. Guatefuturo further warrants that no payments will be made by Guatefuturo, its agents, employees, or subcontractors on behalf of NewSchool without obtaining prior approval from NewSchool. Guatefuturo will maintain a current and accurate written accounting of all payments made by Guatefuturo, its agents, employees, or subcontractors on behalf of NewSchool, or out of funds provided by NewSchool. A copy of this accounting must be provided to NewSchool upon request.
  - c. Guatefuturo warrants that its owners, employees, agents and subcontractors are not agents or employees of, or otherwise affiliated with, any government or instrumentality of any government, and that Guatefuturo will inform NewSchool of any change in such status.
  - d. Guatefuturo agrees to answer promptly, fully, and truthfully any questions from NewSchool and/or enforcement agency related to our anti-corruption program and other controls related to corruption, and to cooperate fully in any of NewSchool's investigation of a breach of this anti-corruption provision.
  - e. In case of any specific suspicion as reasonably evidenced by NewSchool, Guatefuturo agrees to allow an auditor appointed by NewSchool to audit and analyze Guatefuturo's records for compliance with this anti-corruption provision. All information received by NewSchool and/or NewSchool's auditor in connection with an audit hereunder shall be deemed Confidential Information and shall be treated as such. The expense of any such audit shall be borne by NewSchool. Any such audit will be permitted by Guatefuturo within thirty (30) days of NewSchool's written request, during normal business hours and at times mutually agreed upon by the parties.
10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree unconditionally and irrevocably grant personal jurisdiction over themselves and consent to the exclusive jurisdiction of the competent courts in the United States, State of California, County of San Diego, and designated it as forum of resolution of all disputes arising from this Agreement.
11. Force Majeure. NewSchool shall not be liable for any interruption of the provision of academic support services, delay or failure to perform under this Agreement when such interruption, delay or failure results from causes beyond its reasonable control or from any act or failure to act of NewSchool, or as a result of strikes, lock-outs or other labor difficulties; acts of government, riot, insurrection or other hostilities; embargo, fuel or energy shortage, fire, flood, acts of God, wrecks or transportation delays; or inability to obtain necessary labor, materials or utilities from usual sources. In such event, NewSchool's obligations hereunder shall be postponed for such time as its performance is suspended or delayed on account thereof. Upon the cessation of the force majeure event, NewSchool will use reasonable efforts to resume its performance with the least possible delay.

12. Assignment. Guatefuturo may not assign or otherwise transfer this Agreement without the prior written consent of NewSchool. Assignment of this Agreement by Guatefuturo will not relieve Guatefuturo of its obligations pursuant to the Agreement and Guatefuturo shall at all times remain jointly and severally liable for the acts and omissions of its assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. A change of ownership or control of Guatefuturo shall be deemed an assignment for the purposes of this Agreement.
13. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such assigns, any legal or equitable rights hereunder. This Agreement contains representations and warranties that the Parties have made to and solely for the benefit of each other.

This agreement shall remain in force from the date of signature by the undersigned representatives of each party and may be reviewed or renegotiated at the request of either party. Either party may terminate the agreement on thirty days written notice to the other party. However, in such case, any students already awarded loans or scholarships under this Agreement shall be allowed to continue with those benefits for the duration of their time at NewSchool or until such benefits are concluded by the express terms of such loan or scholarship.



Vivian Sanchez  
Interim President  
NewSchool of Architecture and Design



Yolani Soto Menegazzo  
Executive Manager  
Guatefuturo

Date: 28 August 2015

Date: 10/09/2015