## **GuateFuturo**



## Collaborative Agreement between Trustees of Boston University and Fundación Guatefuturo

Boston University School of Law and Fundación Guatefuturo both have an interest in strengthening bilateral co-operation in the field of education between Guatemala and the United States of America. An important means of fostering such co-operation is the provision of loan-scholarship opportunities to talented Guatemalan students wishing to pursue graduate degree programs at Boston University School of Law. The purpose of this agreement is to provide shared financing for Guatemalan students at Boston University School of Law, within the framework of a joint graduate loan-scholarship program.

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

- Students in Guatemala interested in the program will seek admission to Boston
   University School of Law, following the normal application procedures and subject to all
   the standard admission requirements established by Boston University School of Law,
   including all English language requirements.
- 2. Students unconditionally accepted by Boston University School of Law will submit a loan-scholarship application to Guatefuturo, following the normal application procedures and subject to all the standard requirements established by Guatefuturo.
- 3. Students who are offered a place for full-time study in one of Boston University School of Law's Master of Laws (LL.M.) or other master's degree programs and who are selected for a loan-scholarship by Guatefuturo will then be eligible for shared financing under this agreement.
- 4. Boston University School of Law will provide a scholarship of \$25,000 off the yearly tuition to eligible students, awarded over the fall and spring semester within an academic year.
- 5. Guatefuturo will provide 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 are between Guatefuturo and the students directly and that Boston University School of Law is not a party to any such loans. Students will have to provide from other sources any further amount required to meet the full costs of their program 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 Boston University School of Law provides Guatefuturo with relevant promotional material and prospectuses in order to increase awareness of its programs in Guatemala.
  - b. That Boston University School of Law provides all Guatemalan students unconditionally accepted in Boston University School of Law with information about the loan-scholarship program.
  - c. That Guatefuturo forwards details of the selected students to Boston University School of Law.
  - d. That the necessary financial arrangements as outlined herein are made for confirmed students.

## The named coordinators are:

For Boston University
Matthew Jennings
Associate Director
for Marketing, Outreach & Operations

For Guatefuturo Juan José Ramirez Ochoa Academic Advisor

- 7. Both institutions will publicize the agreement to prospective Guatemalan graduate students at their own expense.
- 8. Neither party may use or register the other's name, logos or trademarks for any purpose without the prior written consent of the other party.
- 9. This Agreement contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement duly executed by authorized representatives of both parties.

10. The parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This agreement shall not be construed to create or imply any partnership, agency or joint venture. This agreement shall not create any rights, including third party beneficiary rights, in any person or entity not a party to this agreement.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding conflict of laws rules. All disputes arising under this Agreement shall be resolved in the applicable state or federal courts located in Boston, Massachusetts. The parties consent to the exclusive jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

This agreement shall commence on June 1, 2019, and shall remain in force for five (5) years, until May 31, 2024, unless terminated sooner in accordance with its terms. Either party may terminate the agreement on thirty days written notice to the other party. Upon termination of the agreement, any students already awarded loans or scholarships under the agreement shall be allowed to continue with those benefits for the duration of their time at Boston University School of Law or until such benefits are concluded by the express terms of such loans or scholarship.

TRUSTEES OF BOSTON UNIVERSITY

lean Morrison, Ph.D.

University Provost and Chief Academic Officer

Date: 6/21/2019

GUATEFUTURO

Marío Barrera de Donis Programs Coordinator

Date: June/14/2019

Martin J. Howard

Senior Vice President, Chief Financial Officer &

Treasurer

Date: 6/26/19