

## **Collaborative Agreement**

### **Between**

#### **FUNDACIÓN GUATEFUTURO**

Boulevard Los Próceres 18 calle 24-69 zona 10.  
Zona Pradera. Torre II, nivel 15. Oficina 1506.  
Guatemala C.A. 01010

Registered in the Registry of Legal Persons (REPEJU) of the Ministry of the Interior of Guatemala (MINGOB) under entry number 814, folio 814, book 1 of the Unified System of the Electronic Registry of Legal Persons of Guatemala, dated 18 October 2006.

Represented by Mr. Juan José Ramírez Ochoa, in the capacity of Executive Director and Legal Representative.

Hereinafter referred to as "Guatefuturo"

### **And**

#### **ASSOCIATION GROUPE ESSEC**

An association of private higher education establishment, governed by the French Law of 1 July 1901, having its registered office at 3, Avenue Bernard Hirsch, CS 50105, 95021 Cergy-Pontoise Cedex, France, and whose registration number is 775 663 958,

Represented by Vincenzo VINZI, Dean and President,  
hereinafter referred to as ESSEC Business School.

### **Preamble**

ESSEC Business School and Guatefuturo both have an interest in strengthening bilateral co-operation in the field of education between Guatemala and France and enhancing the links between ESSEC Business School and its academic counterparts in Guatemala. An important means of fostering such co-operation and links is the provision of loan-scholarship opportunities to talented Guatemalan students wishing to pursue graduate degree programs at ESSEC Business School.

#### **1. Purpose**

The purpose of this agreement is to provide shared financing for Guatemalan students at ESSEC Business School, within the framework of a joint graduate loan-scholarship

program. In this context, the Parties wish to collaborate under the terms and conditions of this agreement (hereinafter “the Agreement”).

## **2. Graduate Loan-Scholarship Program admission**

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

2. 1 Students in Guatemala interested in the program will seek their admission, following the normal application procedures, and meeting all the standard admission requirements established by ESSEC Business School, including all English language requirements.

1. 2. 2 Students unconditionally accepted by ESSEC Business School will submit a loan-scholarship application to Guatefuturo, following the normal application procedures, and meeting all the standard requirements established by Guatefuturo.

2. 2. 3 Students who are offered a place for full-time study in ESSEC Business School, and who are selected for a loan-scholarship by Guatefuturo, will then be eligible for shared financing under this agreement.

3. Financial support for admitted student

3. 1 ASSOCIATION GROUPE ESSEC will provide tuition fee support of fifteen thousand (15,000) euros per student, to all eligible students enrolled, in equal parts for each of the academic years relating to the duration of the training course, in the following graduate programs in the:

- Master in Management
- Master in Strategy & Management of International Business (SMIB)
- Master in Finance (MIF)
- Master in Data Sciences & Business Analytics (DSBA) - ESSEC & CentraleSupélec
- Master in Luxury Management

3. 2 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. Students will have to provide from other sources any further amount required to meet the full costs of their programme of study.

## **4. Monitoring of the Agreement and engagements of the Parties**

4. 1 Each institution will designate a named coordinator to implement and monitor the programme. In particular, named coordinators will be responsible for ensuring:

- a) ASSOCIATION GROUPE ESSEC provides Guatefuturo with all relevant promotional material and prospectuses in order to encourage interest in its programs in Guatemala.
- b) That ASSOCIATION GROUPE ESSEC provides all Guatemalan students unconditionally accepted in ESSEC Business School with information about the loan-scholarship program and encourages them to contact and submit an application to Guatefuturo.
- c) That Guatefuturo forwards details of the selected students to ASSOCIATION GROUPE ESSEC
- d) That the necessary financial arrangements are made for confirmed students.

The named coordinators are:

For ASSOCIATION GROUPE ESSEC  
Natalia Jaime Magana  
Head of Recruitment

For Guatefuturo  
Mrs. Marta Barrera de Donis  
Loan-scholarship and  
Administrative Coordinator  
To:  
marta.barrera@guatefuturo.org  
CC:  
juan.ramirez@guatefuturo.org

Both institutions will publicise the agreement to prospective Guatemalan graduate students.

## **5. Confidentiality**

- a. The Parties agree that all information exchanged between them in connection with the implementation of the Agreement, regardless of the medium (verbal, written, electronic, etc.), is confidential.
- b. The Parties undertake to use the elements and information communicated by the other Party in connection with the implementation of the Agreement solely for the purposes of its execution.
- c. The confidentiality obligations referred to in this article do not apply to information:
  - publicly available, and whose public nature does not result from a breach of the present terms by the receiving Party,

- of which the receiving Party can establish that it was already aware prior to its communication by the disclosing Party,
  - available from a third party free to disclose the information.
- d. The foregoing provisions shall not apply in the event of disclosures required by virtue of a legal or regulatory obligation or demanded by a judicial or administrative authority, in which case the Party required to disclose any of the confidential information referred to in this article undertakes to inform the other Party without delay and to limit as far as possible the extent of the disclosure.

## **6. Intellectual Property**

- a. It is expressly established that each Party is the sole owner of the prior knowledge and intellectual property rights on the elements which it may make available to the other Party within the framework of the present Agreement.
- b. Each of the Parties holds exclusive property rights to its trademarks, company name and logo.
- c. The Agreement does not result in a transfer of ownership of the elements supplied (data, information, company name, logo, etc.) by one of the Parties to the other Party.
- d. Each of the Parties grants the other Party a non-transferable, non-exclusive right to use the trademark and logo of the other Party for the sole purpose of communicating actions undertaken or carried out within the framework of the Agreement and subject to the prior written agreement of the Party owning the trademark and logo.
- e. Within this framework, each Party undertakes to comply with the technical rules defined by the other Party for the use of its trademark and logo.
- f. The Parties shall inform each other in advance of any communication operations they carry out, insofar as they fall within the scope of the Agreement or may have an impact on it. It is understood between the Parties that all communication operations carried out within the framework of the Agreement will under no circumstances be of an advertising nature.
- g. Each Party undertakes not to damage, directly or indirectly, the reputation, image or names and brands of the other Party.

- h. The Parties reciprocally undertake to cease all use of the trademarks supplied by the other upon expiry of the Agreement, except for the sole purpose of archiving for a period of five (5) years after the end of the Agreement.
- i. Each of the Parties guarantees to the other that it holds all intellectual property rights relating to the trademarks, logos and distinctive signs used within the framework of the Agreement and guarantees their peaceful enjoyment within the framework of the Agreement, subject to the provisions of the present clause.

## **7. Personal Data protection**

- a. Each Party acknowledges that, in the context of this Agreement, it may process and exchange personal data of applicants and students participating in the joint loan-scholarship program.
- b. Each Party acts as an independent data controller with respect to the data it collects and processes for its own purposes:
  - ESSEC, established in France, processes data in compliance with the EU General Data Protection Regulation (GDPR) and French data protection laws;
  - Fundación, established in Guatemala, processes data in accordance with Guatemalan data protection law and any other applicable local regulations.
- c. As part of the performance of this agreement, Guatefuturo transmits applicants' personal data with the ASSOCIATION GROUPE ESSEC for the purpose of evaluating their admission to the program. ASSOCIATION GROUPE ESSEC shall process this data for the evaluation of applications and shall subsequently provide the Partner Institution with the list of admitted and non-admitted candidates.
- d. Each Party agrees to implement appropriate technical and organizational measures to ensure the confidentiality, integrity, and security of such data, and to grant access only to authorized personnel.
- e. Both Parties shall promptly inform each other in the event of a data breach and cooperate in good faith to address any data protection issue that may arise.
- f. Students may exercise their data protection rights (access, rectification, erasure, etc.) by contacting the Party that originally collected their data.

## **8. Term**

- a. The agreement shall remain in force from the date of signature by the designated representatives of each party and will be in effect for five years.

## **9. Termination**

- a. Either party may terminate the agreement by providing at least thirty days prior written notice to the other party.
- b. If either Party terminates the Agreement, students having been admitted to the Graduate Loan-Scholarship Program will benefit from the entire financial support applicable at the time of their acceptance into the Program.

## **10. Amendments**

- a. The Agreement may be amended at any time by way of an amendment, subject to the written agreement of both Parties.

## **11. Responsibility**

- a. ESSEC Business School is in no way a part of the contractual or financial relationship established between Guatefuturo and the students. Consequently, ESSEC Business School assumes no responsibility, either as guarantor or in any other capacity, for the obligations, commitments, behavior or results of said students.
- b. Guatefuturo remains the sole decision-maker as to the conditions for awarding, maintaining or withdrawing its financial support, and is solely responsible for the resulting contractual relationship.

## **12. Independence of Contractual Provisions**

- a. If any provision of the Agreement shall be declared or found to be illegal, void or unenforceable in any respect, such provision shall be severed from the Agreement and rendered ineffective, to the extent possible, for purposes of interpretation or performance of the Agreement, without altering or affecting the validity or enforceability of the remaining provisions of the Agreement.
- b. In such event, the Parties shall negotiate in good faith a replacement provision that is as close as possible to the original intent of the Parties. Until such replacement provision is agreed to by the Parties, the Agreement shall remain in effect and shall be construed as if such

invalid, unenforceable or illegal provision had never been part of the Agreement.

**13. Unforeseen events**

- a. In the event of force majeure or any other unforeseeable event preventing one of the Parties from performing its contractual obligations, the prevented Party shall inform the other in writing as soon as possible. The obligations of the Parties shall be suspended for the duration of the force majeure and the Parties shall use their best efforts to limit the duration and effects of the cause of the force majeure. However, if the duration of the force majeure exceeds two (2) months, the Parties shall consult on the conditions for the continuation or possible termination of the Agreement. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

**14. Prohibition of transfer**

- a. The Agreement has been entered into by each of the Parties in consideration of the *intuitu personae* attached to the other Party.
- b. Consequently, neither Party may, without the prior written consent of the other, assign in any form whatsoever the rights and obligations arising from the Agreement.

**15. Non-waiver**

- a. The fact that one or other of the Parties does not invoke any of the articles, clauses, stipulations or parts of the Agreement shall in no way be interpreted as a tacit renunciation of the said article, clause, stipulation or part of the Agreement.
- b. In the same way, the fact that one of the Parties does not take advantage of the non-performance, poor performance or partial or late performance of any of the articles, clauses, stipulations or parts of the Agreement by another Party shall in no way be interpreted as a tacit waiver of the right to take advantage of it at a later date.

**16. Partial nullity**

- a. Any article, clause, stipulation or part of the Agreement that is declared null, voidable or invalid, for any reason whatsoever, shall not systematically render the Agreement null and void, which shall remain valid and enforceable, if and only if said nullification (i) does not concern a stipulation that is considered, in the minds of the Parties, to be substantial and decisive, and (ii) does not call into question the general balance of the Agreement.

- b. In such a case, (i) the nullity of such a stipulation shall not affect the other stipulations or the validity of the remainder of the Agreement and/or its legal effects and (ii) the Parties shall use their best efforts to negotiate an economically equivalent clause by meeting at the initiative of the most diligent Party.

**17. Entire agreement**

- a. All declarations, negotiations, undertakings, oral or written communications, acceptances, understandings and agreements concluded between the Parties prior to the date of entry into force of the present Agreement, whether in writing or not, and relating to the same subject matter are cancelled and replaced in all their stipulations by those of the Agreement.

**18. Applicable law and settlement of disputes**

- a. The Agreement is governed by the French law.
- b. In the absence of an amicable settlement between the Parties within thirty (30) days, any dispute relating to the Agreement, and in particular its validity, interpretation, performance or breach of any of the obligations stipulated therein, shall be submitted to the competent jurisdiction of Pontoise.

**19. Addresses**

- a. The Parties elect domicile at their residence or headquarters as set forth at the beginning of this Agreement.
- b. All communications shall be validly made at the aforementioned domicile, unless the other Party is notified in writing of a change of address.

Signature Vincenzo Vinzi  
VIDsigner code: F369D124320542D6A7...  
  
- 28/11/2025 12:43:35  
VINCENZO ESPOSITO VINZI  
Vincenzo VINZI  
Dean and President  
ASSOCIATION GROUPE ESSEC

  
Juan José Ramírez Ochoa  
Executive Director  
Guatefuturo

Date: \_\_\_\_\_

Date: 28 / 11 / 2025