



**STUDENT SUPPORT COOPERATION AGREEMENT
BETWEEN
FUNDACIÓN HONDUFUTURO
AND
PURDUE UNIVERSITY**

Fundación Hondufuturo (“**COLLABORATOR**”), a private non-profit organization located at Col. Las Colinas, Blvd. Francia, Ed. Plaza Victoria, Tegucigalpa, Honduras, hereby represented by Executive Director Fabiola Ráquel Arita and **Purdue University** (“**PURDUE**”), a public university located at 610 Purdue Mall, West Lafayette, Indiana, United States of America, hereby represented by Dean of the Graduate School Linda Mason; Executive Vice President for Research and Partnerships Theresa Mayer; and Senior Director of Sponsored Program Services Ken L. Sandel. Both institutions, which may also be referred to individually as a “**PARTY**” and collectively as “**PARTIES**,” decide by mutual consent to sign this Student Support Cooperation Agreement (“**Cooperation Agreement**”), for academic and scientific cooperation between the institutions.

Considering the mutual interest between the **PARTIES** in cooperating in the fields of higher education, science, technology, and innovation,

The **PARTIES** agree to establish this Cooperation Agreement:

CLAUSE 1 – OBJECT AND PURPOSE

1.1 The object and purpose of this Cooperation Agreement is the creation of academic and scientific cooperation actions for the granting of graduate scholarships for students sponsored by **COLLABORATOR** at **PURDUE** (“**Students**”).

CLAUSE 2 – OBJECTIVES

2.1 The objectives of this Cooperation Agreement are:

- I. To establish the Hondufuturo Student Support Program (“**Program**”);
- II. To foster academic cooperation between **COLLABORATOR** and **PURDUE**;
- III. To select and train **Students** supported by **COLLABORATOR** at **PURDUE**; and
- IV. To carry out other actions to be negotiated between the **PARTIES** and formalized by means of new agreements with their respective Work Plans.

CLAUSE 3 – RESPONSIBILITIES OF THE PARTIES

3.1 The **PARTIES** agree to fulfill the commitments detailed below. This clause details the responsibilities of **COLLABORATOR**, **PURDUE**, and **Students**. The actions described below are not necessarily in a sequential order.

3.2 **RESPONSIBILITIES OF COLLABORATOR:**

- I. Promote the wide dissemination of the Program to its target audience.
- II. Provide funding to **PURDUE** to cover the costs of a Student who is awarded admission by **PURDUE** and meets the criteria of the Student Support Program, as per clause 4.2. The exact number of **Students** accepted into **PURDUE** degree programs will be determined by each department as per **PURDUE**’s admission policies.

3.3 **RESPONSIBILITIES OF PURDUE:**

- I. Evaluate candidates in accordance with **PURDUE** admission processes and procedures.
- II. Grant a letter of admission to admitted **Students** in accordance with the academic program’s standard admission requirements and procedures.
- III. Facilitate the documentation needed for Student visas for the length of the relevant program through the International Student and Scholar Office.
- IV. Formalize the relationship of **COLLABORATOR** **Students** at **PURDUE** as “graduate student research/teaching assistants.”
- V. Carry out the rendering of accounts of resources transferred to **PURDUE** by **COLLABORATOR**.



- VI. Notify Students of the academic program requirements for their program of study.
- VII. Return any remaining funds, when applicable, or apply them toward a future scholarship recipient from COLLABORATOR, if allowed.
- VIII. This Agreement does not oblige PURDUE to select a minimum number of COLLABORATOR beneficiaries per selection call.
- IX. Other than PURDUE's responsibilities described above, there are no products or actions to be delivered to COLLABORATOR other than the student educational services and assistantship benefits provided by the Hondufuturo Student Support Program through this Cooperation Agreement.

3.4 RESPONSIBILITIES OF STUDENT:

- I. Admission to PURDUE shall be made in accordance with the relevant major's admission standards. Eligible Students must have completed all prerequisites and degrees as required by the degree program and must submit a complete application to the PURDUE graduate school as per standard admission requirements. PURDUE reserves the right to admit or deny any Student based on its admission policies. This Cooperation Agreement is not a guarantee that COLLABORATOR Students will be admitted to PURDUE.
- II. If accepted into a PURDUE degree program, Students who successfully complete all prerequisite and required coursework and satisfy all requirements for the degree program will receive a degree awarded by PURDUE.
- III. All Students are subject to the rules and regulations prescribing student conduct at PURDUE.
- IV. Students shall fulfill applicable employment obligations and remain in good standing with PURDUE as "graduate student research/teaching assistants."
- V. Students are responsible for obtaining the appropriate travel documents and visa for their program of study.
- VI. Should Students have questions or concerns pertaining to administrative issues related to change of field of study, change in duration of study, semester leave/break, withdrawal of award, and/or deferral of semester, etc. that may affect the scholarship, they should contact the designated Hondufuturo contact person.

CLAUSE 4 – FUNDING

4.1 For the execution of the Student Support Program, the PARTIES agree to provide to the selected beneficiaries the following funding.

4.2 FUNDING BY COLLABORATOR:

- I. COLLABORATOR will send payments every semester to PURDUE that will cover the following items in order to administer the Student Support Program through a Research/Teaching Assistantship student-support grant model:
 - a. Stipend that meets or exceeds the minimum amount that is required by PURDUE Graduate School depending on the number of hours required by the appointment (e.g..25 FTE = 10 hours; .5 FTE = 20 hours);
 - b. Fringe Benefits, Student and Program Fees, and partial funding for health insurance costs; and
 - c. Tuition Remission.
- II. Payments to PURDUE will be made in USD and any currency transfer charges and/or fees will be at the expense of COLLABORATOR.

4.3 FUNDING BY PURDUE:

- I. PURDUE will attempt to arrange for additional compensation for each of the Students. PURDUE will be responsible for ensuring that COLLABORATOR funds are appropriately allocated to cover the costs specified in the table in Exhibit A, including paying Students their stipends as Research/Teaching Assistants.

CLAUSE 5 – ANTICIPATED TIMELINE

The Collaborator's calls are open from February 15th to April 30 of each year. Results are usually published on the second week of June. Financing starts in September and disbursements will be made in September and January.

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CLAUSE 6 – FUNDING SCHEDULE

6.1 COLLABORATOR and PURDUE will conduct the funding management of the Cooperation Agreement as follows:

- I. PURDUE will provide an invoice to the COLLABORATOR at the beginning of each semester for each student enrolled, which must be paid in full within at least 30 days.

CLAUSE 7 – DURATION

7.1 This Cooperation Agreement will enter into force on the date of the last signature received, for a period of 5 (five) years, and may be renewed by means of an amendment or another agreement signed by authorized representatives of the PARTIES.

CLAUSE 8 – INTELLECTUAL PROPERTY

8.1 Ownership of any intellectual property (IP) created as a result of this Cooperation Agreement will be determined under applicable U.S. laws. Intellectual property that arises in any part in the course of employment or enrollment at PURDUE will be governed by PURDUE's Intellectual Property Policy I.A.1.

CLAUSE 9 – NOTES TO THE PRESS

9.1 The PARTIES will only disclose to the press or to the general public information regarding this Cooperation Agreement after prior written approval by all PARTIES.

CLAUSE 10 – USE OF TRADEMARKS AND LOGOS

10.1 Neither PARTY will use the name or any trademark or logo of the other, nor any member of the other PARTY's employment, in any press release or publicity actions, or for any other commercial purpose, without the prior consent of the other PARTY, whose consent may be given or denied at its sole discretion.

CLAUSE 11 – MODIFICATIONS

11.1 The conditions established in this Cooperation Agreement may be modified by mutual understanding between the PARTIES upon execution of a written Amendment with appropriate justification presented in writing, signed by authorized representatives of the PARTIES.

CLAUSE 12 – TERMINATION

12.1 This AGREEMENT may be terminated by one of the PARTIES upon formal written notification to the other PARTY with at least 90 (ninety) days' notice.

12.2 The termination will not affect the funding of actions in progress, unless the PARTIES agree otherwise.

CLAUSE 13 – LEGISLATION AND DISPUTE SETTLEMENT

13.1 COLLABORATOR agrees to conduct all its activities established under this AGREEMENT in accordance with all applicable laws and regulations in Honduras.

13.2 PURDUE agrees to conduct all its activities established under this AGREEMENT in accordance with all applicable laws and regulations in the United States of America.

13.3 In the event of any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Cooperation Agreement, including any claim based on contract, tort, or statute (a "Dispute"), such Dispute shall be resolved as follows:

- I. Negotiation. Any Dispute shall first be resolved through good faith negotiations between the PARTIES. Toward this end, the PARTIES shall use their best efforts to settle the Dispute by direct negotiations between their designated officers or representatives having appropriate settlement authority. If such officers or representatives cannot resolve the Dispute within ninety (90) days, then the matter shall be referred to



COLLABORATOR's most senior officer and PURDUE's Vice President and Assistant Treasurer, who will meet to resolve the Dispute.

- II. Mediation. In the event the dispute cannot be resolved through friendly negotiations within the time set forth above, the PARTIES agree to submit the dispute to mediation under the International Centre for Dispute Resolution in accordance with its International Mediation Rules, available at: https://www.icdr.org/rules_forms_fees. The language of the mediation shall be English, with translators provided at the expense of the requesting PARTY. The location of the mediation shall be New York, New York; provided, however, that if the International Centre for Dispute Resolution is able to conduct the mediation through teleconference, videoconference or other electronic means through which all PARTIES can be heard simultaneously, then the mediation may be conducted electronically. The costs of the mediation and the mediator would be shared equally between the PARTIES. Each side would be responsible for its own expenses in connection with travel to the location of the mediation, if any.
- III. Arbitration. In the event the PARTIES have not resolved the dispute within sixty (60) days after service of a written demand for mediation, then the PARTIES shall agree to submit the dispute to international arbitration under the International Centre for Dispute Resolution in accordance with its International Arbitration Rules available at: https://www.icdr.org/rules_forms_fees. The language of the arbitration shall be English, with translators provided at the expense of the requesting PARTY. The location of the arbitration shall be New York, New York, U.S.A. The costs of the arbitration and the arbitrators would be shared equally between the PARTIES. Each side would be responsible for its own expenses in connection with travel to the location of the arbitration, if any. Except as may be required by law, neither a PARTY nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all PARTIES. Notwithstanding any language to the contrary in the arbitration contract, the PARTIES hereby agree that a final award issued through arbitration may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"). Appeals must be initiated within thirty (30) days of receipt of a final award, as defined by rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the International Centre for Dispute Resolution. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

CLAUSE 14 – FOREIGN CORRUPT PRACTICES ACT

14.1 Each PARTY represents and warrants to the other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the "FCPA") and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors, or other agents to take any action in connection with this Cooperation Agreement or any separate Activity Agreement to provide, offer, or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service, or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.

CLAUSE 15 – AGREEMENT MANAGEMENT

15.1 This Cooperation Agreement will be managed primarily by Fabiola Ráquel Arita at COLLABORATOR.

Fabiola Ráquel Arita
 Directora Ejecutiva / Executive Director
 Col. Las Colinas Blvd. Francia, Ed. Plaza Victoria, 2do nivel, contiguo a Diunsa
 Tegucigalpa, Honduras
 +(504) 2290-3689
Fabiola.raquel@hondufuturo.org



15.2 This Cooperation Agreement will be managed jointly by the Graduate School and Office of Global Partnerships at Purdue:

Jeanette (Jenny) Matson
Fellowship Operations Administrator
Graduate School
+(765) 494-9256
jmattson@purdue.edu

Juan Diego Velasquez
Managing Director, Colombia Purdue Partnership
Office of Global Partnerships
+(765) 496-0149
jvelasqu@purdue.edu

CLAUSE 16 – FINAL DISPOSITIONS

16.1 The PARTIES will not be held liable for non-fulfillment of commitments in the event of force majeure. Neither PARTY shall be liable to the other for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the PARTY so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, pandemic, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance to the extent reasonably possible.

16.2 This Cooperation Agreement is nonexclusive. Either PARTY may, without notice to the other, offer other services of the same or similar nature to third parties through different collaborations.

16.3 Issues not explicitly foreseen in this Cooperation Agreement will be resolved through face-to-face negotiation or exchange of correspondence between the PARTIES.

CLAUSE 17 – PREVAILING LANGUAGE

17.1 Should this document be executed in two languages; the English version represents the understanding of both PARTIES. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.

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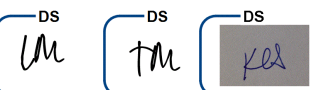




Exhibit A: Estimated Expenses per Scholar Based on Fall 2022 Admission

Years	Hondufuturo Scholar Support ¹					Purdue Scholar Support ¹					Estimated Possible Student Expenses		
	Stipend (Minimum Gross amount rcvd by scholar for Academic Yr.)	Fringe Benefits & Scholar Fees (which includes partial funding for health insurance costs) ²	Tuition Remission for Academic Yr.	Benefits paid by Hondufuturo directly to the scholar	Totals	Stipend (Gross amount rcvd by scholar for 12 mos.)	Fringe Benefits & Scholar Fees (which includes partial health insurance costs)	Tuition Remission	Other in-kind Benefits ³	Totals	Health Insurance - if student receives a supplement from the department that qualifies them for Grad Staff Insurance, this is the estimated yearly portion that will need to be paid by the student for student coverage only.	Dept. Differential/Program/Scholar Fees (CS, Eng., Polytech at present)	Max Total per Year
Year 1	\$11,970	\$4,630	\$8,400	\$0	\$25,000				\$23,020	\$23,020	\$650	0-\$1650	\$650-\$2300
Year 2	\$11,970	\$4,630	\$8,400	\$0	\$25,000				\$23,020	\$23,020	\$650	0-\$1650	\$650-\$2300
Year 3	If student applies for PhD program, funding after year 2 will be determined by the program/student.					If student applies for PhD program, funding after year 2 will be determined by the program/student.					If student applies for PhD program, funding after year 2 will be determined by the program/student.		
Year 4													
Year 5													
Grand Total Hondufuturo (Sponsor)					\$50,000	Grand Total Purdue (including in-kind benefit)				\$46,040	Maximum Grand Total		\$4,600
Scholarship Total Value										\$96,040			
1 As an Indiana state public institution, Purdue University does not give tuition "discounts." All graduate/research/teaching assistants, including scholars in this Program, are offering services that directly benefit the state and the university and are thus entitled to tuition remission as an assistantship benefit.													
2. Fringe benefits (i.e. employee RA/TA benefits including health insurance contribution, use of student health center, etc.) and includes all standard student fees including Student Wellness Fee, Student Activity Fee and International Student Fee. This does not include the differential fee that is charged by some programs.													
3. Difference between regular tuition (approximately US \$ 31,000 for the academic year) and graduate remission and costs associated with the program - for estimated purposes only.													

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