



**INTERINSTITUTIONAL COOPERATION AGREEMENT BETWEEN  
CONAPE  
and  
WESTCLIFF UNIVERSITY**

Among us, Lic. Efraín Miranda Carballo, Executive Secretary of CONAPE, elderly, divorced, neighbor of San José, identity card number I.D. 1-758-103, Bachelor of Public Administration, with judicial and extrajudicial representation of CONAPE, legal ID number 3-007-045000-10 and Matthew Hubbs, Ed.D., mature, married, neighbor of Norco, California, ID number DL#D8728674, Dean of Academic Operations with judicial and extrajudicial representation of Westcliff University, (hereinafter University), legal certificate number 46-0658370; We agree to sign this Inter-institutional Cooperation Agreement (hereinafter Agreement), regulated by the following clauses:

**First: Definitions**

**CONAPE:** Institution in charge of granting loans to Costa Rican students according to their professional merit (high school or university qualifications), social condition and area of origin, to carry out studies at a technical, undergraduate, graduate, or postgraduate level in Costa Rica or abroad, at previously approved educational institutions.

**University:** Institution dedicated to higher education, which is made up of several colleges and which grants the corresponding academic degrees. In this case represented by Westcliff University.

**Educational loan:** financial operation in which CONAPE delivers a fixed or variable amount of money to a borrower (student) every semester for the duration of the program to cover the direct and / or indirect expenses of his studies, with the condition that the borrower return that amount along with the agreed interest within a certain period. This loan is guaranteed by the borrower through a study contract.

**Scholarship:** Financial aid from the University funds that are granted to a person to pay all or part of the expenses involved in studying, developing a research project, or performing an artistic work.

**Second: Purpose of the Agreement**

The purpose of this Agreement is to promote: 1. CONAPE's activity related to the granting of educational loans to Costa Rican students with limited economic resources, preferably from areas of less relative development, and 2. The academic offer of the University through the different communication platforms that both institutions have to attract interested parties to enroll in the University.

**Third: Student Financing**

The financing of student loans at the University will form part of the general budget of CONAPE for studies at the undergraduate and graduate levels abroad, without allocating specific resources for these students since the loans would be granted according to the budgetary availability of resources CONAPE has for each period. Funding is reserved to honor existing loan commitments for the duration of the original study contract.



**Fourth: CONAPE commitments**

- a. Include on the web and social networks information about the possibility of granting financing to students in the process of enrollment or enrolled at the University, as well as information related to scholarships and other special conditions that the University offers to Costa Rican students.
- b. The loans would be granted to Costa Rican students to finance studies at the University, who must comply with all the requirements and obligations established in the Credit Regulations, the Annual Credit Management Plan and other regulations established by CONAPE.
- c. Deliver informative and promotional materials of CONAPE to students enrolled or interested in enrolling in the University.
- d. Advise students enrolled or interested in registering at the University on the requirements and procedures for completing the CONAPE loan application to finance their studies.
- e. At or before the time of enrollment, provide the University with a signed statement from each student, authorizing the University to release that student's grades to CONAPE each semester.
- f. Inform the University promptly when a student's ability to draw down loan funds has been suspended or terminated.

**Fifth: University commitments**

- a) Promote the educational financing of CONAPE for Costa Rican students through the different platforms that best fit
- b) Identify Costa Rican students interested in studying at the University, provide them with information about the University, its programs, and its admissions requirements and process, and direct them to access CONAPE as an option for financing their study program.
- c) Inform CONAPE about the offer of scholarships and other special conditions that the University offers to Costa Rican students.
- d) Guide and facilitate access to scholarships and other special conditions for Costa Rican students to be accepted into the programs taught by the University.
- e) Inform CONAPE in each study period about the grades obtained and enrollment by students financed by CONAPE, provided CONAPE has submitted, to the University the student's signed authorization described in Subsection e. of Paragraph Fourth.
- f) Inform CONAPE of any benefits the Costa Rican students will receive (Ex: scholarships, discounts, food, housing, work, internships, etc.)
- g) Inform CONAPE promptly when a student is suspended for non-payment of fees or for any other reason, or dismissed from the University.

**Sixth: Costs not covered by the loan and the scholarship**



Students will be responsible for obtaining financial resources to cover other costs that exceed or are not included in the loan and scholarship related to their study program at the University.

### **Seventh: Notifications and coordination between CONAPE and the University**

A person from each institution will be assigned so that they can be notified and also coordinate the smooth running of the Agreement, as well as the realization of the different commitments acquired and others that could be developed under the convenience and acceptance of both institutions.

**CONAPE** will assign as responsible:

Name: Roger Granados Ugalde,  
Position: Head of the Credit Department  
Telephone: (506) 2527-8630  
Email: rgranados@conape.go.cr

**The University** will appoint as responsible:

Name: Julie Ciancio, PhD, MBA  
Position: Vice President of Academic Affairs  
Phone: 1(909) 693 9918  
E-mail: julieciancio@westcliff.edu

Notifications and communications will be effective when delivered to the addresses listed.

Both institutions have an obligation to inform the other party of any change in the contact designated in this Agreement.

### **Eighth: Responsibility for the payment of fees**

The loan relationship is between CONAPE and the beneficiary student, so the student will be responsible for paying fees to the University and other costs associated with the studies.

### **Ninth: Duration of the Agreement**

This Agreement will have a duration of one year and may be extended for an equal period, if neither party expresses in writing its desire not to extend it. Both parties are empowered to terminate the Agreement early at any time, giving a prior notice of at least sixty (60) calendar days to the counterparty and neither party will incur liability of any nature in the event that they wish to terminate this Agreement early. The termination of the Agreement for any reason will not affect the projects or activities in the state of execution, which may continue their work until their normal termination.

### **Tenth: Estimate of amount**

This Agreement, due to its special nature, is invaluable. Any difference will be clarified in the Courts of Justice of the Costa Rican jurisdiction.

### **Eleventh: Modifications to the Agreement**



Any modification to this Agreement must be approved by the Executive Secretariat of CONAPE and by the University.

**Twelfth: Applicable regulation**

Law 6041, Credit Regulations, Annual Credit Management Plan and other technical regulations of CONAPE, Law of Protection of the person against the treatment of their personal data

On the part of the university: United States and California student data privacy laws and regulations.

**Thirteenth: Confidentiality**

The parties agree that the Confidential Information they share between the two institutions is strictly confidential and its use by the party is specifically restricted to the performance of their functions. Consequently, the Institution expressly agrees to use the Confidential Information solely and exclusively for the purposes of this Agreement, during its validity and as long as the confidential nature subsists, and undertakes not to use it for any other purpose, and to take the necessary measures to maintain the confidentiality, being prohibited to communicate, disclose or use for itself or for the benefit of third parties, whether or not for profit. The Institution may not duplicate, record, copy or in any other way reproduce the Confidential Information. Failure to comply with what is stipulated here will be cause for revocation of this Agreement, without prejudice to the exercise of civil action against the offender for the damages that may have originated, as well as administrative or criminal actions against whoever is liable when the breach gives rise to unlawful acts that constitute an infraction or crime sanctioned by the Law. All the information provided by reason of this Agreement will be considered confidential information.

**Fourteenth: Date of approval**

The Inter-institutional Cooperation Agreement between CONAPE and the University is signed on the 5<sup>th</sup> of August, 2021

*Matthew Hubbs*

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Dean of Academic Operations  
Westcliff University

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Executive Secretary  
CONAPE

