



**INTER-INSTITUTIONAL COOPERATION AGREEMENT BETWEEN
COMISION NACIONAL DE PRESTAMOS DE EDUCACION, COSTA RICA
and CURTIN UNIVERSITY, AUSTRALIA**

Among us, Lic. Efraín Miranda Carballo, Executive Secretary of Comision Nacional de Prestamos de Education, Costa Rica (**CONAPE**), 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 Professor Seth Kunin, Deputy Vice-Chancellor Global, with judicial and extrajudicial representation of Curtin University, (hereinafter **University**); 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 and postgraduate level in Costa Rica or abroad, in previously approved educational institutions.

University: Institution dedicated to higher education, which is made up of several faculties and which grants academic degrees to students who meet the relevant course requirements.

Educational loan: Financial operation in which CONAPE delivers a fixed or variable amount of money to a borrower (**student**) at the beginning of the operation to cover the direct and / or indirect expenses of studies, with the condition that the borrower returns 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 in the form of a discount on the student's tuition fees of 15% from the University that is granted to a student to pay all or part of the expenses involved in studying, developing a research project.

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 students to enrol in University.

Third: Student Financing

The financing of Educational loans will form part of the general budget of CONAPE for students to study at the undergraduate or graduate levels at the University, 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.

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 Educational 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 at the University.
- d. Advise students enrolled or interested in enrolling at the University on the requirements and procedures for completing the CONAPE loan application to finance their studies. CONAPE to inform the University during the evaluation period of candidates by sending the list of applicant Costa Rican students to Curtin. CONAPE to further inform the University of successful students following the CONAPE selection process.

Fifth: University Commitments

- a. Promote the opportunities for Costa Rican students to apply for Educational loans from CONAPE through the different platforms that best fit.
- b. Identify and support Costa Rican students interested in studying at the University and encourage 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, subject to the written agreement of each student.
- f. Curtin University will provide the following benefits to students:
 - Tuition fee reduction of 15% on all undergraduate and postgraduate programs;
 - A subsidy on the tuition fee for one (1) pre-sessional English Language course for students, if required, up to a maximum of AUD\$6,680 (<https://study.curtin.edu.au/applying/pathways/subsidised-english-language-program/>)

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 Educational loan or scholarship related to their study program at University.

Seventh: Notifications and Coordination between CONAPE and 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: Mr Nigel de Silva
Position: Director, Transnational Education and Partnerships
Phone: +61 8 9266 4426
E-mail: n.desilva@curtin.edu.au

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, including the payment of the required health cover while studying in Australia.

Nothing in this Agreement will be construed so as to make any party an employee, agent or partner of another, or create any relationship of partnership, agency, or trust whatsoever.

Ninth: Duration of the Agreement

This Agreement will have a duration of three years. 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 other party 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: Governing Law

This Agreement is subject to and shall be interpreted in accordance with the laws of Western Australia where a dispute arises in Australia, and the laws of Costa Rica where a dispute arises in Costa Rica.

Eleventh: Modifications to the Agreement

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

Twelfth: Applicable Regulation

The parties agree to comply with their national provisions applicable to the protection of personal data, so that the processing of such data may be used for the purposes for which they were collected.

CONAPE agrees to comply with 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

The University agrees to protect personal data according to the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.

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. You 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

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Deputy Vice-Chancellor Global
Curtin University



Executive Secretary
Comision Nacional de Prestamos de
Education, Costa Rica

25/07/2023