

## **INTERINSTITUTIONAL COOPERATION AGREEMENT BETWEEN THE COMISIÓN NACIONAL DE PRÉSTAMOS PARA EDUCACIÓN (CONAPE) AND THE UNIVERSIDADE ESTADUAL PAULISTA "JÚLIO DE MESQUITA FILHO" (UNESP)**

Between us, Mr. Efraín Miranda Carballo, Executive Secretary of the Comisión Nacional de Préstamos para Educación (hereinafter CONAPE), of legal age, Costa Rican, resident of Goicoechea, bachelor in Public Administration, bearer of identity card 1-758-103, General Attorney with full powers to represent CONAPE judicially and extrajudicially, legal identification number 3-0070-45000, and Prof. Dr. Pasqual Barretti, Brazilian, bearer of identity card 9546168-1, Rector, with powers to judicially and extrajudicially represent the Universidade Estadual Paulista "Júlio de Mesquita Filho" (hereinafter UNESP), headquartered at Rua Quirino de Andrade, 215, Centro, São Paulo - SP, we agree to sign this Interinstitutional 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 education), social status and area of origin, to carry out technical, undergraduate, graduate and postgraduate studies in Costa Rica or abroad, in previously approved educational institutions. Students who wish to obtain a CONAPE loan must comply with all the requirements and obligations established in the Credit Regulations, the Annual Credit Management Plan and other regulations established by CONAPE.

The student must comply with the requirements, responsibilities, and obligations to UNESP when filling out his/her study plan.

**UNESP:** institution dedicated to higher education (which provides specialized knowledge in each branch of knowledge), composed of several institutes and faculties and that grants the corresponding academic degrees.

**Educational loan:** financial operation in which CONAPE gives the borrower (student) a fixed or variable amount, at the beginning of the operation, to cover direct and/or indirect expenses with their studies, under the condition that the borrower returns this amount, plus the agreed interest, within a determined period.

**Scholarship:** financial aid from university funds, granted to a person to pay all or part of the expenses involved in pursuing their studies, developing a research project, or carrying out an artistic work.

## **Second: Purpose of the Agreement**

The purpose of this Agreement is to facilitate the access of Costa Ricans to the benefits offered by UNESP, to access the academic programs it offers once their loan has been requested with CONAPE.

## **Third: Student Financing**

The financing of loans for university students will be part of CONAPE's general budget for master's studies abroad since loans will be granted in accordance with the budgetary availability of resources that CONAPE has for each period.

## **Fourth: CONAPE's Commitments**

- a) Include on its website, in the section "Agreements with some universities", a web banner with the logo and pictures of UNESP, as well as the signed Agreement.
- b) Publicize on its social networks, according to a previously approved calendar, the possibility of granting financing to students in the process of enrolling or enrolled at UNESP, as well as information related to scholarships and other special conditions offered by UNESP to Costa Rican students.
- c) Advise students enrolled or interested in enrolling at UNESP on the requirements and process of filling out a CONAPE loan application to finance their studies.

## **Fifth: UNESP's Commitments**

- a) Identify and support Costa Rican students interested in studying at UNESP and guide them to access CONAPE as an option to finance their program of studies.
- b) Guide and facilitate the access of Costa Rican students to be accepted in the programs offered by UNESP.
- c) Inform CONAPE in each academic period about the grades obtained and enrollments made by the students financed by CONAPE.
- d) Send to CONAPE the official logo of UNESP and other graphic materials that

can be used for proper promotion on CONAPE's communication platforms.

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

Students will be responsible for obtaining financial resources to cover other costs, related to their program of study at UNESP, that exceed or are not covered by the loan or the scholarship.

#### **Seventh: Links between CONAPE and UNESP for notifications and coordination**

A link will be established between those responsible for each of the parties, so that they can be notified and coordinate the smooth running of the Agreement, as well as the execution of the different commitments made and others that may be developed, subject to the convenience and acceptance of both institutions.

#### **CONAPE appoints as responsible:**

Name: Ilse Johanning Mora  
Function: Marketing Executive  
Phone: +506 2527-8625  
*E-mail:* [ijohanning@conape.go.cr](mailto:ijohanning@conape.go.cr)

#### **UNESP appoints as responsible:**

Name: Prof. José Celso Freire Junior  
Function: Chief Advisor for External Relations  
Phone: +55 (11) 5627-0437  
*E-mail:* [jose-celso.freire@unesp.br](mailto:jose-celso.freire@unesp.br)

Notifications and communications will be effective as soon as they are received at the addresses listed.

Both institutions are obliged to notify the other party of any changes in the officers designated in this Agreement.

#### **Eighth: Duration of the Agreement**

This Agreement will have a duration of two (2) years and may be extended for an equal period if neither party expresses in writing its desire not to extend it. Both parties are entitled to early termination of the Agreement at any time, provided that at least sixty (60) calendar days notice is given to the other party, and neither party will incur any

liability of any kind. Termination of the Agreement, for whatever reason, will not affect projects or activities under execution, which will continue until their normal completion. Students who have entered UNESP before the Agreement termination will keep their benefits until they finish their studies.

### **Ninth: Estimated Amount**

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

### **Tenth: Modifications to the Agreement**

Any modification to this Agreement must be approved by the Executive Secretariat of CONAPE and by UNESP, by means of a modification made in the form of an addendum.

### **Eleventh: Applicable legislation**

On the part of CONAPE: Law 6041; Credit Regulations; Annual Credit Management Plan; other technical regulations of CONAPE; Law for the Protection of the Person, against possible improper processing of their personal data by UNESP.

On the part of UNESP: the parties involved shall respect the Brazilian Federal Constitution, the legislation applicable to UNESP and, in particular, Law nº 13.709 of August 14, 2018.

### **Twelfth: Confidentiality**

The parties agree that the information shared between both institutions is strictly confidential and its use by either party is specifically restricted to the performance of its functions. Consequently, the institutions expressly undertake to use the confidential information only and exclusively for the purposes of this Agreement, during its validity and for as long as the confidential information remains confidential, and undertake not to use it for any other purpose, as well as to take the necessary measures to maintain the confidentiality of the confidential information, and are forbidden to communicate, disclose or use, for themselves or for the benefit of third parties, whether for profit or not, the confidential information; nor may they duplicate, record, copy or reproduce in any other way the confidential information. Failure to comply with the provisions hereof shall cause this Agreement to be revoked, without prejudice to the exercise of civil action against the offender for damages caused, as well as administrative or criminal actions against whoever is responsible, when the breach gives rise to unlawful acts constituting an infraction or offense punishable by law. All information provided by reason of this

Agreement shall be considered confidential information.

**Thirteenth: Approval date**

The Interinstitutional Cooperation Agreement between CONAPE and UNESP is valid from the date of signature.

The present Agreement is drawn up in 4 (four) copies, being 2 (two) in Portuguese and 2 (two) in English, all with equal legal value, with 1 (one) copy of each language to be held by each of the parties.

For the  
COMISIÓN NACIONAL DE PRÉSTAMOS  
PARA EDUCACIÓN – CONAPE

For the  
UNIVERSIDADE ESTADUAL PAULISTA "JÚLIO DE  
MESQUITA FILHO" – UNESP

\_\_\_\_\_  
Efraín Miranda Carballo  
Executive Secretary

\_\_\_\_\_  
Prof. Dr. Pasqual Barretti  
Rector

San José, the \_\_\_ day of \_\_\_\_\_ 2023.

São Paulo, the \_\_\_ day of \_\_\_\_\_ 2023.