



INTERINSTITUTIONAL COOPERATION AGREEMENT BETWEEN CONAPE and MONASH UNIVERSITY

Among us, Lic. Efraín Miranda Carballo, Executive Secretary of CONAPE, elderly, divorced, neighbor of San José, identity card number 1-704-312, Bachelor of Administration, with judicial and extrajudicial representation of CONAPE, legal ID number 3-007-045000-10 and Professor Craig Jeffrey, Pro Vice-Chancellor (International), older, (marital status) married, neighbor of Melbourne, Monash ID number: 01170476, PhD, with judicial and extrajudicial representation of Monash University, (hereinafter MONASH), 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 academic 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 in the abroad, in previously approved educational institutions.

MONASH: An educational institution based in Victoria, Australia, dedicated to higher education, which is made up of ten faculties which grants corresponding academic degrees. In this case represented by MONASH.

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 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: Monash will provide a scholarship in the form of a discount on tuition fees for each semester of enrolment. Refer to clause 5 for details.

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 MONASH through the different communication platforms that both institutions have to attract interested parties to enroll at MONASH.



Third: Student Financing

The financing of student loans at MONASH 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.

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 MONASH, as well as information related to scholarships and other special conditions that the MONASH offers to Costa Rican students.
- b. The loans would be granted to Costa Rican students to finance studies at MONASH, 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 including consent for MONASH to share academic results with CONAPE.
- c. Deliver informative and promotional materials of CONAPE to students enrolled or interested in enrolling at MONASH.
- d. Advise students enrolled or interested in registering at MONASH on the requirements and procedures for completing the CONAPE loan application to finance their studies.
- e. CONAPE acknowledges that MONASH is required under the provisions of Australian laws and regulations, including immigration law, the *Education Services for Overseas Students Act 2000* enacted by the Government of the Commonwealth of Australia ("**ESOS Act**"), and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, to disclose to Australian government authorities certain information in relation to overseas students, and the student's compliance with student visa requirements.
- f. CONAPE will facilitate its commitments under this Agreement but will not do any marketing or promotion of MONASH or its courses without prior written approval of MONASH to any such marketing or promotion and any materials to be used. This is required to ensure that MONASH meets its obligations under the ESOS Act.
- g. CONAPE acknowledges that MONASH must confirm with the *Privacy and Data Protection Act 2014* enacted by the State of Victoria, Australia. This legislation may, in certain cases, restrict the transfer of students' personal information between the parties.
- h. CONAPE undertakes not to engage in any act which may result in MONASH contravening an Australian Sanctions Law. For the purpose of this clause, Australian Sanctions Law means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to law implementing the sanctions imposed by the United Nations Security Council.



Fifth: MONASH commitments

In accordance with its relevant legislative obligations:

- a) Promote the educational financing of CONAPE for Costa Rican students through the different platforms that best fit.
- b) Identify and support Costa Rican students interested in studying at MONASH 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 MONASH.
- e) Inform CONAPE in each study period about the grades obtained and enrollment by students financed by CONAPE.
- f) For Costa Rican students enrolled in coursework programs under the scheme, including Bachelor, Master by coursework, Master by research and the doctoral program, Monash University will provide a 10% discount per year on the total standard course fees for the duration of the program for these CONAPES students.
- g) The scheme is only available to students enrolling at the Australian campuses of Monash University, and is not available to students enrolling at other international campuses of Monash University. Students enrolled in other campuses will pay the full tuition fee in the local currency of that country.
- h) Students will not be able to accumulate multiple discounts from MONASH. Students enrolled in the under this scheme will only be entitled to the discount as listed above in item f and will not be entitled to any further discounts.

For the avoidance of doubt students will be required to following the normal application procedures and meet the standard admission requirements (including official language tests) established and administered by MONASH for admission to any MONASH course of study. MONASH retains the sole right to accept or reject the admission of each student applying for entry into a MONASH course.

Sixth: Costs not covered by the loan and the scholarship

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

Seventh: Notifications and coordination between CONAPE and University



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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: Ilse Johanning Mora,
Position: Marketing Executive
Telephone: (506) 2527-8625
Email: rgranados@conape.go.cr

MONASH will appoint as responsible:

Name: Joe De Pasquale
Position: Senior Manager: Government and Scholarship Engagement
Phone: (+61) 3 99024924
E-mail: joe.depasquale@monash.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 MONASH and other costs associated with the studies.

Ninth: Duration of the agreement

This agreement will have a duration of five years 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. In the event of a dispute, the parties will negotiate in good faith to resolve such dispute. Any dispute that cannot be settled within a reasonable time must be referred to the following persons for determination:

CONAPE: Executive Secretariat

MONASH: The person holding the position of Pro-Vice Chancellor (International) or otherwise a person holding a more senior position as nominated by MONASH, at the time of the dispute.



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In the absence of an agreed resolution, the parties will submit to the appropriate jurisdiction as agreed between the parties, acting reasonably.

Notwithstanding the existence of a dispute, the parties must continue to perform their commitments under this Agreement.

Nothing in this clause 10 shall be taken as preventing a party from commencing a proceeding for urgent interlocutory relief or from terminating this Agreement in accordance with clause 9 or otherwise in accordance with the terms of this Agreement.

Eleventh: Modifications to the Agreement

Any modification to this Agreement must be approved by the Executive Secretariat of CONAPE and by the authorised representative for MONASH.

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.

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: Relationship of the Parties.

Nothing in this Agreement will create any relationship between the parties including, without limitation, any relationship or partnership, agency, trust, joint venture or otherwise.

Fifteenth: Electronic signing and counterparts

Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.



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This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.

Sixteenth: Date of approval

The Inter-institutional Cooperation Agreement between CONAPE and MONASH is signed on August 24th, 2023.

A handwritten signature in blue ink, appearing to be 'Efrain Miranda Carballo', is written over a horizontal line.

Signed for and on behalf of MONASH by its
authorised representative:
Pro Vice-Chancellor (International)

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Executive Secretary
CONAPE