

**INTERINSTITUTIONAL COOPERATION AGREEMENT BETWEEN
COMISION NACIONAL DE PRESTAMOS PARA EDUCACION - CONAPE and
the Division of Continuing Studies at the University of Victoria**

Among us, Lic. Efraín Miranda Carballo, Executive Secretary of Comisión Nacional de Préstamos para Educación, 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 Dr. Jo-Anne Clarke, Dean of Continuing Studies at the University of Victoria, 3800 Finnerty Road, Victoria, BC, V8P 5C2, Canada, identity card number I.D. V00903794, with judicial and extrajudicial representation of the University of Victoria (UVic), Designated Learning Institution (DLI) number 019280533442; 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 in the abroad, in previously approved educational institutions.

University: An educational institution dedicated to higher education, which is made up of several faculties and which grants the corresponding academic degrees.

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: 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 and 2. The academic offer of the University through the different communication platforms that both institutions have to attract interested parties to enroll in 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.

Fourth: CONAPE commitments

- a) Include on the CONAPE website in the “CONAPE Alliances” section <https://www.conape.go.cr/alianzas> information about the university such as: a web banner, logo, contact, website URL and photographs as well as the signed agreement.
 - b) Promote on CONAPE's social networks, according to a previously authorized calendar, the possibility of granting financing to students in the enrollment process or enrolled at the University, as well as information related to scholarships and other special conditions offered by the University
 - c) Deliver informative and promotional materials of CONAPE to students enrolled or interested in enrolling in University.
- a. 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.

Fifth: University commitments

- a) University indicate the benefit or benefits that the Costa Rican students will receive (*Ex: Scholarships, discounts, food, housing, work, internships, English courses, etc.*)
 - 20% tuition discount for on-campus, ‘open enrollment’ programs offered by the English Language Centre at the Division of Continuing Studies
 - 15% tuition discount for ‘open enrollment’ Business Certificate and Diploma programs offered by the Division of Continuing Studies
- b) Promote the educational financing of CONAPE for Costa Rican students through the different platforms that best fit
- c) Identify and support Costa Rican students interested in studying at the University and direct them to access CONAPE as an option for financing their study program.
- 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 about the offer of scholarships and other special conditions that the University offers to Costa Rican students.
- f) Send CONAPE the official logo of the University and other graphic material 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 that exceed or are not included in the loan and 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: Ilse Johanning Mora
Position: Marketing Executive
Telephone: (506) 8726-1989
Email: ijohanning@conape.go.cr

The University will appoint as responsible:

Name: Kyla Jardin
Position: Lead Coordinator, Division International Recruitment
Phone: 1-250-721-8731
E-mail: kjardin@uvic.ca

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 5 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. Students who have entered the University prior to the termination of the Agreement will maintain the benefits until they finish their studies.

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

UNIVERSITY: University representative or otherwise a person holding a more senior position as nominated by the university, at the time of the dispute.

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

Notwithstanding the existed 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 authorized representative for the University through a modification embodied in an addendum or conciliation agreement.

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

University of Victoria Protection of Privacy Policy - University Policy No: GV0235.

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 utilized) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.

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 the University is signed on October 22, 2024.

Signed for and on behalf of the institution by its authorized representatives:



Dean, Division of Continuing
Studies at the University of Victoria, Canada

Executive Secretary
CONAPE