



## INTER-INSTITUTIONAL COLLABORATIVE AGREEMENT BETWEEN COMISION NACIONAL DE PRESTAMOS PARA EDUCACION - CONAPE and UNIVERSITY OF STRATHCLYDE

Among us, Lic. Efraín Miranda Carballo, Executive Secretary of Comisión Nacional de Préstamos para Educación, Costa Rica (hereinafter "**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

THE UNIVERSITY OF STRATHCLYDE, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SC015263 having its principal office at 16 Richmond Street, Glasgow, G1 1XQ, United Kingdom (hereinafter "**University**")

Each a "Party" and together the "Parties"

The Parties agree to sign this Inter-institutional Collaborative Agreement (hereinafter "Agreement"), regulated by the following clauses:

### First: Definitions

**Advertised Scholarship Timeline:** The timeline communicated by CONAPE to partners, students and Applicants at the beginning of each recruitment cycle.

**Applicants:** Costa Rican nationals applying to the University.

**Confidential Information:** each Party's confidential information disclosed by that Party to the other and for the purposes of this Agreement and identified as confidential before or at the time of disclosure.

**Course:** a programme of study at the University.

**Educational Loan:** financial arrangement in which CONAPE delivers a fixed or variable amount of money to a Costa Rican national (the "**Borrower**") at the beginning of the arrangement to cover the direct and / or indirect expenses of the Borrower's 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 with CONAPE.

**Scholarship:** Financial support which, for the purposes of this Agreement is delivered in the form of a tuition fee discount of up to 15% from the University and funds made available from CONAPE in the form of an Educational Loan.

### Second: Purpose of the Agreement



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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 Courses through each Party's respective website and social media channels in order to attract Costa Rican nationals to enrol in the University.

### Third: Student Financing

- a) The financing of student loans by CONAPE to Applicants to study at the University will form part of the general budget of CONAPE for studies at undergraduate and graduate levels abroad.
- b) The Parties hereby agree that Costa Rican nationals who have been given an unconditional offer to study at the University may apply to the CONAPE for an Educational Loan ("**Candidates**").
- c) CONAPE will evaluate Candidates according to their established criteria to be awarded an Educational Loan. Successful Candidates should then notify the University of the award and will be offered the Scholarship ("**Sponsored Students**").

### Fourth: CONAPE commitments

- a) Subject to Clause Fourth b), CONAPE shall
  - (i) Include on the CONAPE website in the "CONAPE Alliances" section <https://www.conape.go.cr/alanzas> information about the University such as: a web banner, logo, contact, website URL and photographs as well as promotional information about the Scholarship.
  - (ii) Promote on CONAPE's social networks, according to the Advertised Scholarship Timeline, the possibility of granting financing to Costa Rican nationals who has received an unconditional offer to study at the University, as well as information related to the Scholarships and the support services available to students of the University.
  - (iii) Deliver informative and promotional materials of CONAPE to Costa Rican nationals enrolled or interested in enrolling in the University.
  - (iv) Advise Costa Rican nationals enrolled or interested in registering at the University on the requirements and procedures for completing the Educational Loan application to finance their studies.
  - (v) Evaluate Candidates according to their established criteria for awarding an Educational Loan and provide successful Candidates with an award letter.
- b) Marketing and advertising of the Agreement will be conducted by both Parties within their respective institutions. The Parties will each be entitled to use the other's crest, name and related promotional material in marketing activities under this Agreement but for no other purpose. All promotional material, publications and any subsequent revisions pertaining to the carrying out of activities under this Agreement must be approved by the other Party prior to publication or issue.



**Fifth: University commitments**

- a) Subject to Clause Fifth b), the University shall:
- (i) provide Sponsored Students with a 15% tuition fee discount on a Course. Promote using reasonable efforts the Educational Loan for Costa Rican nationals through different platforms available to the University.
  - (ii) Using reasonable efforts, raise awareness to and support Costa Rican nationals interested in studying at the University and direct them to access CONAPE as an option for financing their Course.
  - (iii) Support Applicants in the application process to the University and communicate the additional student support services available at the University.
  - (iv) Send CONAPE the official logo of the University and other graphic material that can be used for proper promotion on CONAPE's communication platforms.
- b) Marketing and advertising of the Agreement will be conducted by both Parties within their respective institutions. The Parties will each be entitled to use the other's crest, name and related promotional material in marketing activities under this Agreement but for no other purpose. All promotional material, publications and any subsequent revisions pertaining to the carrying out of activities under this Agreement must be approved by the other Party prior to publication or issue.

**Sixth: Costs covered by the Educational Loan**

The following costs are covered by the Educational Loan:

- Registration and tuition at the University: as detailed in Clause Eighth.
- International Stipend: Determined by monthly stipend rate advertised on CONAPE website
- Computer: 850.000 Colones
- Materials & Equipment: 578.000 Colones
- Graduation Costs: As advised by the University

Sponsored Students will be responsible for obtaining financial resources to cover other costs that exceed or are not included in the Educational Loan.

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

A person from each institution will be assigned (the "Representative") so that they can be notified and also coordinate the smooth running of the Agreement as follows:



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**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: Gordon Dunlop  
Position: Senior Recruitment Officer  
Phone: +44 141 548 5908  
E-mail: gordon.dunlop@strath.ac.uk

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

Each Party has an obligation to inform the other Party of any change in Representative.

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

- a) The Educational Loan is between CONAPE and the Sponsored Student. The Sponsored Student will be responsible for paying fees to the University and all other costs associated with their Course including but not limited to travel, accommodation, costs associated with obtaining the required VISA and personal expenses.
- b) Tuition fees for international students studying at the University will be at the standard overseas rate that is agreed annually by the University Court.
- c) In recognition of this agreement between University and CONAPE, all Sponsored Students will receive a discount of 15% on the tuition fees for the Course.

### **Ninth: Duration of the agreement**

This Agreement will have a duration of 3 years and may be extended for an equal period if both Parties agree, in writing, via email. The Parties are empowered to terminate the Agreement early at any time, giving a prior notice of at least sixty (60) calendar days, via email, 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 any Course which has already commenced. Sponsored Students who are enrolled with the University prior to the termination of the Agreement will maintain the benefits of this Agreement until they finish their Course.

### **Tenth: Dispute Resolution**

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



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UNIVERSITY: University Representative or senior officer as nominated by the University, at the time of the dispute.

Notwithstanding the existence of a dispute, the Parties must continue to perform their commitments under this Agreement until such time as a resolution is reached.

Any dispute between the Parties arising out of any matter relating to this Agreement which cannot be resolved by the named contacts in respect of the collaborative arrangements referred to in this Agreement shall be referred to a Senior Officer (or equivalent) of each of the Parties.

If after all possible avenues of negotiation have been exhausted and the dispute cannot be resolved then any proceedings relating to any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement shall be brought in the Scottish courts and shall be governed by and construed in accordance with Scots law.

### Eleventh: Force Majeure

Neither Party shall be deemed to be in breach of this Agreement if it is unable to carry out any provision of it for any reason beyond its control including (without limiting the generality of the foregoing) acts of God, legislation, fuel shortages, war, fire, flood, drought, failure of power supply embargo, civil commotion, epidemic, pandemic, international health emergency and employee action.

### Twelvth: Indemnity

a) CONAPE will indemnify the University and keep it fully and effectively indemnified against each and every claim made against the University as a result of CONAPE's delivery or failure of delivery of any of the activities under the Agreement or any part thereof.

b) This indemnity does not apply to the extent that any claim arises as a result of the University's negligence or deliberate breach of this Agreement.

c) Nothing in this Agreement limits or excludes either Party's liability for

- i) death or personal injury;
- ii) any fraud or any sort of liability that by law cannot be limited or excluded; or
- iii) any loss or damage caused by a deliberate breach of this Agreement.

d) Subject to Clause Twelvth c), the liability of either Party to the other for any breach of this Agreement, or any negligence shall not extend to any indirect or consequential damages or losses.

### Thirteenth: Student Support, Complaints And Discipline

- a) Complaints by or about Sponsored Students, including allegations of harassment, will be dealt with in accordance with the policies and procedures of the University.
- b) Sponsored Students conduct will be subject to the discipline procedures of the University.

### Fourteenth: Modifications to the Agreement



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Any modification to this Agreement must be approved by the Executive Secretariat of CONAPE and by the Representative for the University through a modification embodied in an addendum or amendment.

### Fifteenth : Data Protection

The Parties agree that no personal data relating to Sponsored Students will be shared under this Agreement and the Sponsored Students will apply separately to each of the Parties.

### Sixteenth: Confidentiality

a) The Parties agree that all Confidential Information which a Party (the "Recipient") receives from the other Party (the "Supplier") is strictly confidential and its use by the Recipient is specifically restricted to the performance of their functions under this Agreement. Consequently, the Parties expressly agree to use the Confidential Information solely and exclusively for the purposes of this Agreement 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 Parties may not duplicate, record, copy or in any other way reproduce the Confidential Information.

b) Provided always that such undertaking under clause Sixteenth a) shall now in any case be deemed to extend to Confidential Information which is:

- i) shown by written or other tangible evidence to have been in the possession of the Recipient at the date of receipt from the Supplier, or
- ii) public knowledge or (otherwise than by reason of any breach by the Recipient) becomes public knowledge, or
- iii) obtained by the Recipient from another person in good faith without breach of a confidentiality obligation owed to the Supplier, or
- iv) independently acquired by the Recipient as a result of work carried out by an employee or contractor to whom no disclosure of the relevant Confidential Information has been made, or
- v) disclosed by the Recipient in compliance with a legal requirement of a governmental agency or otherwise or where disclosure is required by court order or by operation of law including but not limited to disclosure under the Freedom of Information (Scotland) Act 2002 provided that where possible the Supplier is given written notice of any such requirement seven (7) days prior to any disclosure of Confidential Information so that it may contest such requirement, if necessary.

### Seventeenth: 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.

### Eighteenth: Language

This Agreement is written in English and translated into Spanish. In the event of any ambiguity or discrepancy between the versions in different languages, the English version shall prevail.

### Nineteenth: Electronic signing and counterparts

Any modification to this Agreement must be approved by the Executive Secretariat of CONAPE and by the Representative for the University through a modification embodied in an addendum or amendment.

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  - ii) public knowledge or (otherwise than by reason of any breach by the Recipient) becomes public knowledge, or
  - iii) obtained by the Recipient from another person in good faith without breach of a confidentiality obligation owed to the Supplier, or
  - iv) independently acquired by the Recipient as a result of work carried out by an employee or contractor to whom no disclosure of the relevant Confidential Information has been made, or
  - v) disclosed by the Recipient in compliance with a legal requirement of a governmental agency or otherwise or where disclosure is required by court order or by operation of law including but not limited to disclosure under the Freedom of Information (Scotland) Act 2002 provided that where possible the Supplier is given written notice of any such requirement seven (7) days prior to any disclosure of Confidential Information so that it may contest such requirement, if necessary.

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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.

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 the other Party.

### Twentieth: Date of approval

IN WITNESS WHEREOF this Agreement consisting of this and the preceding 6 pages is signed as follows:

at.....

at.....

on.....

on.....

Name: Professor Sir Jim McDonald  
Designation: Principal and Vice-Chancellor  
University of Strathclyde

Name:  
Designation: Executive Secretary  
CONAPE