MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSIDAD NACIONAL AGRARIA LA MOLINA WARREN WILSON COLLEGE

This memorandum of understanding is entered into between Dr. Américo Guevara Pérez, Legal Representative of UNIVERSIDAD NACIONAL AGRARIA LA MOLINA, established by its Resolution N°001-2021-AU-UNALM, whose DNI is 10538747, entity located at Av. La Molina s/n, District of La Molina, Department and Province of Lima, Peru - RUC 20147897406 and Warren Wilson College, hereinafter referred to as the "Parties";

Considering their common interest in promoting mutual cooperation in the area of education and research;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Peru and the Government of United States of America concerning academic and educational cooperation;

HAVE AGREED as follows:

ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments and research institutions.

ARTICLE II SCOPE OF COOPERATION

1/4







The Parties undertake to explore, promote and develop academic cooperation in the following ways:

- 1. Visit and exchange of graduate and undergraduate students for study and research;
- 2. Visit and exchange of staff for research, teaching and discussion;
- 3. Exchange of information including, but not limited to, exchange of library materials and research publications;
- 4. Organization of joint academic and scientific activities such courses, lectures; and
- 5. Joint research activities
- 6. Explore the feasibility of building a plan and team to begin collaborations regarding agrivoltaic farming and apply specifically to family-operated farms.

ARTICLE III PLAN OF OPERATION

Universidad Nacional Agraria La Molina and Warren Wilson College will designate representatives to monitor the development of programs. As they conduct discussions in collaboration with the appropriate faculty and staff, they will proceed to exchange working plans describing the details of the projects and exchange activities and laying out the terms of participation for faculty, staff, and students. Once mutually agreeable plans have been devised and approved by the appropriate authorities in Peru and Warren Wilson College.

The Plan of Operation will include such items as:

- a. Elaboration of the responsibilities of each institution for the agreed upon activities;
- b. Schedules for the specific activity;
- c. Budgets and sources of financing for each activity; and
- d. Any other items deemed necessary for the efficient management of the activity.

ARTICLE IV FUNDING

The implementation of these activities may be arranged by individual agreements (specific agreements) which will be added to the present Memorandum of Understanding subject to mutual agreement between the parties. In case of student exchange, an exchange agreement will be necessary.

In these agreements the financial details shall be arranged in particular. Both institutions shall undertake efforts to raise funds. For all activities appropriate external funding must be secured. The university submitting a project proposal is in charge of ensuring that sufficient funds are available for its completion.



ARTICLE V SPECIFIC AGREEMENTS

Exchange participants must have a comprehensive health insurance policy valid for the entire duration of the internship which must cover essentially any risk of illness, hospitalization and accident insurance, this policy must also cover potential risks of the intern during the possible trips made by the country where is doing the internship. Each participant will assume costs of the insurance. If necessary, additional host country insurance has to be obtained. Furthermore, visitors are solely responsible for sufficient insurance coverage with regard to third party liability.

ARTICLE VI PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AND DISCLOSURE OF INFORMATION

- 1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
- 2. Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.

ARTICLE VII SETTLEMENT OF DIFFERENCES

Any differences arising out of the interpretation and/or the-implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

ARTICLE VIII AMENDMENT

This Memorandum of Understanding may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION



3/4

- 1. This Memorandum of Understanding shall enter into force on the date of its signing.
- 2. This Memorandum of Understanding shall be valid for a period of 5 (five) years, unless it is terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance.
- 3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities.
- 4. The continuity of the projects or activities in execution will be subject to the evaluation and approval of both parties.



IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.

Signed in duplicate in Lima and Swannanoa in the English language, both texts being equally authentic.

For the

For the

UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

RECTORADO

Dr. Américo Guevara Pérez. Rector Date: 02/11/2022

WARREN WILSON COLLEGE

Dr. Jay Roberts Provost Date: p



October 26th, 2022

Anna Welton, Associate Dean of Community & Global Engagement awelton@warren-wilson.edu Warren Wilson College PO Box 9000 CPO 6371 Asheville, NC 28815

To whom it may concern:

This letter is to notify our collaborative partners at UNALM that I will serve as the official point person responsible for communication regarding our collaborative relationship, on behalf of Warren Wilson College.

Please file this as an addendum to our MOU.

Sincerely,

Anna Welton Associate Dean of Community & Global Engagement Warren Wilson College