

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA AND
TEXAS A&M AGRILIFE RESEARCH**



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 Debra A. Cummings, Assistant Director, Agency & CFO of TEXAS A&M AGRILIFE RESEARCH, entity located at Texas A&M University, Agriculture and Life Sciences Building, 2142, 600 John Kimbrough Blvd, College Station, TX 77843, USA, hereinafter referred to individually as a “Party” or collectively as the “Parties”;

Considering their common interest in promoting the 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 The United States of America and the State of Texas 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**

The Parties undertake to 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 as courses, lectures; and
5. Joint research activities

**ARTICLE III
PLAN OF OPERATION**

This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally binding commitments that the Parties will enter into collaborations or undertake specific joint programs. The Parties will designate representatives to monitor the development and implementation of programs. As the representatives conduct discussions in collaboration with the appropriate faculty and staff, they may proceed to exchange working plans describing the details of the potential projects and exchange activities and lay out the terms of participation for faculty, staff, and students. If the Parties agree to undertake specific joint programs or other methods of cooperation (as described below) with legally binding obligations they will develop separate written agreements for such programs, setting out each Party's contributions, deliverables, budgets, duration, and the Parties' publication and intellectual property rights (the "Plan of Operation").

The Plan of Operation shall be signed by an authorized representative of each Party and shall include, without limitation, such items as:

- a. The name of the program and each participant;
- b. The problem antecedent, identification and justification;
- c. The objectives, components, goals and execution time;
- d. Elaboration of the responsibilities of each institution for the program;
- e. Schedules and duration for the program;
- f. Work plan (program/scope of work, human resources, material, budget, financial resources, and each participant's contribution);
- g. The Parties' publication and intellectual property rights;
- h. Results dissemination;
- i. Budgets and sources of financing for the program; and
- j. Any other items deemed necessary for the efficient management of the program.

**ARTICLE IV
FUNDING**

Each Party will be responsible for its own costs incurred in connection with or relating to this MOU.

The terms and necessary budget of each activity will be documented and described in a Plan of Operation which will be prepared subsequent to this Memorandum of Understanding subject to mutual written agreement between the Parties prior to the implementation of such cooperative project. In case of student exchange a specific student exchange agreement will be necessary.

The cost of any activity or program to be carried out or done under the framework of the MOU shall be agreed upon in writing between the Parties according to a collaborative proposal and may be restricted, depending upon the availability of resources and financial support.

**ARTICLE V
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS
AND DISCLOSURE OF INFORMATION**

1. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If a Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Parties will enter into a written non-disclosure agreement.
2. 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, except as required by law, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made; and
3. 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 VI
PUBLICATION**

The Parties are entitled to use the results of their cooperation for further educational and scientific purposes, including the right to publish any results. Any scientific paper, article, publication, or announcement of advances generated in connection with work done pursuant to this MOU, during the period of performance of the MOU or in the future, shall give proper credit to the efforts of each Party. All proposed publications shall be submitted to the other Party for review of scientific and social integrity. The review of the proposed publication shall be conducted within thirty (30) days of receipt of the proposed publication. The party seeking publication will give full consideration to all comments provided by the other Party before publication.

**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**

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 30 (thirty) days in advance.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any on-going projects or activities subject to the terms of an effective Plan of Operation until the completion of such projects or activities, unless otherwise terminated in accordance with the terms of the Plan of Operation.

**ARTICLE X
EXPORT CONTROL**

It is understood that Texas A&M AgriLife Research is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. Each Party will comply with applicable U.S. export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended. This section survives any conclusion, expiration, cancellation, or termination of this MOU.

**ARTICLE XI
GENERAL PROVISIONS**

1. Nothing in this MOU shall be construed to constitute a waiver of any privileges, immunities and/or facilities granted to either of the Parties by virtue of applicable international agreements and/or national laws.
2. Each Party agrees not to use the names, logos, trademarks, seals, service marks, or other identifying marks (or any adaptations thereof) of the other Party or any of its affiliates or employees in any advertising, promotional, or sales literature without the prior written consent of the other Party.
3. Each Party agrees to comply with the host country's immigration guidelines in the exchanges of researchers/staff/students, if any.
4. This MOU contains the entire understanding of the Parties regarding the collaboration activities under this MOU, and supersedes all other written and oral agreements between the Parties regarding such activities.
5. This MOU does not create a partnership or joint venture between the Parties. No Party may bind the other Party or otherwise act in any way as the representative of the other Party, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one Party are not employees of the others nor are they entitled or eligible, by reason of this MOU, to participate in any benefits or privileges given or extended by the other Party to its employees.

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



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



For the

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UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

TEXAS A&M AGRILIFE RESEARCH,

Américo
Dr. Américo Guevara Pérez.
Rector
Date: 08.03.22



DocuSigned by:
Debra Cummings
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Debra A. Cummings
Assistant Director, Agency & CFO
Date: March 10, 2022 | 7:38 AM PST

