



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA
AND
PURDUE UNIVERSITY**

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 Theresa Mayer, Executive Vice President for Research and Partnerships of PURDUE UNIVERSITY, entity located at 610 Purdue Mall, West Lafayette, IN, 47907, USA, hereinafter referred to 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 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 courses, lectures; and
5. Joint research activities

**ARTICLE III
PLAN OF OPERATION**

Universidad Nacional Agraria La Molina and Purdue University 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 Purdue University, 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, a specific student 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
EXCHANGE PARTICIPANT INSURANCE REQUIREMENTS**

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 to the country where participant 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

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.



ARTICLE X
UNITED STATES FOREIGN CORRUPT PRACTICES ACT ("FCPA")

The Parties declare that they have not, directly or indirectly, through their members of the organs of administration, attorneys, legal representatives, officials, advisers or related persons, offered, negotiated or made, any payment or, in general, any illegal benefit or incentive in relation to this Memorandum of Understanding.

Likewise, the Parties undertake to conduct themselves at all times, during the execution of the Memorandum of Understanding, with honesty, probity, truthfulness and integrity and not to commit illegal acts or corruption, directly or indirectly or through its members of the organs of administration, attorneys, legal representatives, officials, advisers and related persons.

In addition, the Parties undertake to communicate to the competent authorities, in a direct and timely manner, any unlawful or corrupt act or conduct of which it became aware; and adopt appropriate technical, organizational and/or personnel measures to avoid such measures acts or practices.

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

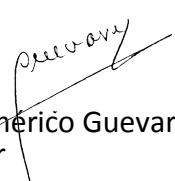
Signed in duplicate in Lima and West Lafayette in the English language, both texts being equally authentic.

For the

For

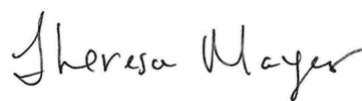
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

PURDUE UNIVERSITY


Dr. Américo Guevara Pérez
Rector



Date: 16.06.22



Theresa Mayer
Executive Vice President for Research and
Partnerships
Date: 06/28/2022