

MEMORANDUM OF COOPERATION
Between
Utah State University
Logan, Utah, USA
and
Universidad Nacional Agraria La Molina
Lima, Peru

Utah State University and Universidad Nacional Agraria La Molina, desiring to develop academic exchange and cooperation in teaching and research in the furtherance of the advancement and dissemination of learning, enter this Memorandum of Cooperation ("Memorandum") and thereby agree as follows:

1. Cooperation. Each university agrees:
 - (a) to encourage academic staff from the other university to visit its campus for the purpose of participating in joint teaching, joint research, joint conferences, and joint cultural programs;
 - (b) to offer admission to qualified undergraduate and graduate students from the other university;
 - (c) to encourage the exchange of academic materials, publications, and information between the universities; and
 - (d) to prepare, as necessary, working programs detailing specific forms and contents of cooperation.
2. Limitations. Each university acknowledges that all visits of staff and admissions of qualified students will be subject to compliance with (i) the entry, visa, and travel regulations of the United States of America and Peru, and (ii) the receiving university's requirements with respect to staff appointments/visits and student admissions.
3. Financial Arrangements. Each university understands that any financial arrangements must be negotiated and will depend on the availability of funds.
4. Term and Termination. This Memorandum shall remain in effect for a period of five (5) years, commencing on the last date of signature set forth below. This Memorandum may be terminated (i) at any time by mutual consent of the universities, (ii) by either university providing to the other university notice of termination, whereupon this Memorandum will terminate six (6) months after such notice, or (iii) immediately in the event that such termination is necessary for compliance with U.S. export control laws. This Memorandum may be renewed or amended by the mutual and written agreement of the universities.
5. Notice. The universities shall give all notices and communications in writing by email. Notices and communications to Utah State University shall be sent to globaleng.contracts@usu.edu. Notices and communications to Universidad Nacional Agraria La Molina, shall be sent to ori@lamolina.edu.pe. Any such notice will be effective upon receipt of it by the receiving Party.
6. Export Control. The universities particularly recognize and intend to comply with the export control laws of the United States of America, including without limitation Export Administration Regulations of the United States of America (15 C.F.R. § 730 et seq.) and the Supplement No. 4 to Part 744 thereof. The universities will neither seek to import to Peru nor export from the United States any items governed by the Export Administration Regulations of the United States of America without advance licensure, nor will the universities seek to import or export any item, or in any manner, that would otherwise violate applicable law or regulation.



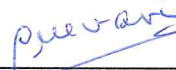
7. Compliance with Governing Law. Notwithstanding any other language in this Memorandum, under no circumstances shall any term herein require either university to violate any applicable law or regulation of any governing authority now in effect or that may come into effect at any future date.

On behalf of
Utah State University


Elizabeth R. Cantwell, Ph.D., President

Date: 11/1/23

On behalf of
Universidad Nacional Agraria La Molina


Américo Guevara Pérez, Rector

Date: August 15, 2023




GOVERNMENTAL ENTITY & HIGHER EDUCATION ADDENDUM

This Governmental Entity & Higher Education Addendum (the "Addendum") is entered into as of August 15, 2023 (the "Addendum Effective Date"), by and between Utah State University, a public body of the State of Utah, ("USU"), and Universidad Nacional Agraria La Molina ("Partner University"), each a "Party" and collectively, the "Parties."


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

This Addendum amends and is an integral part of that certain Memorandum of Cooperation agreement between the Parties attached hereto and incorporated herein by reference (the "Main Agreement"). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The Main Agreement, as amended by this Addendum, is hereinafter referred to as the "Agreement."

1. Government Records and Management Act.



Partner University acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to USU that Partner University believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.



2. Governmental Immunity. Partner University further acknowledges that USU is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by USU of any protections, rights, or defenses applicable to USU under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of USU to incur by contract any liability for the operations, acts, or omissions of Partner University or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of USU contained in the Agreement are subject to the Act and are further limited

only to claims that arise directly and solely from the negligent acts or omissions of USU. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.

3. Insurance. USU carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require USU to carry different or additional insurance, and any obligations of USU contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to USU's negligent acts or omissions.

4. Debarment. Partner University warrants and hereby certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement, by any state or federal government department or agency. Partner University agrees to notify USU in writing within seven (7) days if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any governmental entity during the period of performance designated in the Agreement.

5. Export Control. All activities and/or transactions contemplated or hereby agreed to within this Agreement shall be strictly predicated on full compliance with all U.S. and international export control regulations including but not limited to restricted party prohibitions; export license requirements; and compliance with all U.S. Office of Foreign Assets Control license requirements and sanctions.

6. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7. FERPA. The Parties recognize that each is required to comply with the Family Education Rights and Privacy Act ("FERPA") in each Party's respective handling of Confidential Student Information.

a. Definition. "Confidential Student Information" is defined as information that is personally identifiable to a student who is or was enrolled at USU by any of the following means: the student's name, the name of the student's parent or other family members; the address of



the student or student's family; a personal identifier, such as an identification number, or biometric record; other indirect identifiers, including but not limited to the student's date of birth, place of birth, and mother's maiden name; or any other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community to identify the student with reasonable certainty and includes information supplied to Partner University by USU as well as any information provided by USU's students and third parties to the Partner University.

b. **Confidentiality.** Partner University represents and certifies that it: (1) will protect and hold in strict confidence all Confidential Student Information it receives from or on behalf of USU (or its students), including without limitation, academic information, professional training and/or certifications, evaluations of students, health and other insurance information, and the results of criminal background checks and/or drug testing or treatment information; (2) will not, except with the written consent of the student, use Confidential Student Information for any purpose other than to carry out the purposes of the Agreement; and (3) will not disclose Confidential Student Information except to authorized individuals within its organization who have a legitimate need to know Confidential Student Information to carry out the purposes of the Agreement.


c. **Control and Breach.** Partner University agrees that Partner University is under the direct control of USU with respect to the use and maintenance of Confidential

Student Information. If the USU reasonably determines in good faith that Partner University has materially breached any of its confidentiality obligations under this Agreement or has violated FERPA, USU, in its sole discretion, will have the right to require Partner University to submit to a plan of monitoring and reporting; provide Partner University with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately. Before exercising any of these options, USU will provide written notice to Partner University describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Partner University improperly disclosed personally identifiable information obtained from USU's education records, USU may not allow the Partner University access to education records for at least five years.

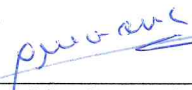
8. **Miscellaneous.** The Agreement, as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written and all other communications relating to the subject matter hereof. The provisions of this Addendum will survive the expiration or earlier termination of the Agreement. This Addendum shall not be deemed to amend or modify the Agreement in any manner except as specifically provided herein. The Agreement, as amended by this Addendum, shall remain in full force and effect, and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

UTAH STATE UNIVERSITY

By: 
Print Name: Elizabeth R. Cantwell
Title: President
Date: 11/1/23

UNIVERSIDAD NACIONAL AGRARIA
LA MOLINA

By: 
Print Name: Américo Guevara Pérez
Title: Rector
Date: August 15, 2023



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