



UNIVERSIDAD NACIONAL AGRARIA

LA MOLINA

MEMORANDUM OF UNDERSTANDING

BETWEEN

NANJING FORESTRY UNIVERSITY

AND

UNIVERSIDAD NACIONAL AGRARIA LA MOLINA



MEMORANDUM OF UNDERSTANDING
BETWEEN
NANJING FORESTRY UNIVERSITY
AND
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

ON 15 / 4 / 2024

NANJING FORESTRY UNIVERSITY (hereinafter referred to as "NJFU"), a provincial key university co-administered by Jiangsu Provincial Government and the Ministry of Education of China, whose address is at NO.159 Longpan Road, Nanjing, Jiangsu, China; **UNIVERSIDAD NACIONAL AGRARIA LA MOLINA** (hereinafter referred to as "UNALM"), established by Law No. 13417 - Law of Creation of the Agrarian University, whose address is at Av. La Molina s/n, District of La Molina, Department and Province of Lima, Peru.

Hereinafter referred to singularly as "the Party" and collectively as "the Parties".

WHEREAS

The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE I
OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop co-operation, including exchanges of faculty members and students, joint research and other scholarly activities between the two parties on the basis of equality and mutual benefit.




Prof. Aldo Cárdenas



ARTICLE II
AREAS OF CO-OPERATION

1. The Parties will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
 - Exchange of ungraduated, doctoral and master students
 - Exchange of faculty members and research/technical experts for short-term visits
 - Design of collaborative research projects
 - Development and implementation of joint seminars, training –courses or conferences
 - Involving faculty and / or students from both universities as well as other parties
 - Exchange of scholarly publications and information in areas of mutual interest to faculty in the two parties
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on “confidentiality”, “suspension”, protection of intellectual property rights” and “settlement of dispute” as contained in Annexure A1 of this Memorandum of Understanding.




Prof. Aldo Cárdenas



ARTICLE III
FINANCIAL ARRANGEMENTS

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

ARTICLE IV
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE V
ENTRY INTO EFFECT AND DURATION

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (05) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VI
NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of NANJING FORESTRY UNIVERSITY or the UNIVERSIDAD NACIONAL AGRARIA LA MOLINA, as the case may be, shown below or to such other address or electronic mail address of facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

Av. La Molina s/n, District of La Molina, Department and Province of Lima, Peru

Attn. : Forestry Sciences Faculty - UNALM

Tel : (51 1) 614-7145- Anexo: 203 / 645

Postal Code : 12-056 - Lima 12, Perú

E-mail: fcf@lamolina.edu.pe




Pref. Aldo Cárdenas



To : NANJING FORESTRY UNIVERSITY

Av: No. 159 Longpan Road, Nanjing, China 210037

Attn. the Department of International Cooperation, Nanjing Forestry University

Tel : 86 025-85428216

E-mail: wangqian1845@njfu.edu.cn

The foregoing record represents the understandings reached between NANJING FORESTRY UNIVERSITY and the UNIVERSIDAD NACIONAL AGRARIA LA MOLINA LIMA upon the matters referred to therein.



Signed by
for and on behalf of the
NANJING FORESTRY UNIVERSITY

Prof. Aldo Cárdenas



Name: Dr. YONG Qiang
Position: President

Signed by
for and on behalf of the
**UNIVERSIDAD NACIONAL AGRARIA
LA MOLINA LIMA**



Firmado digitalmente por:
AMÉRICO GUEVARA PÉREZ
Motivo: En señal de
conformidad
Fecha: 03/04/2024 10:55:50-05

Name : Dr. Américo Guevara Pérez
Position : Rector

In the presence of:

In the presence of:

Name :
Position :

Name :
Position :

ARTICLE 1

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.




Prof. Aldo Cárdenas

ARTICLE 2

CONFIDENTIALITY

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the



execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 3

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE 4

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.




Prof. Aldo Cárdenas

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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.

