

COOPERATION AGREEMENT

1. Parties

The Parties of the Agreement are:

Project applicant, the beneficiary of the grant (hereinafter referred to as "Lead Partner")

University of Eastern Finland (UEF)

Business ID: 2285733-9

Address:

Kuopio Campus

Yliopistonranta 1, FI-70210 Kuopio, Finland

Contact person: Carlos Gómez Gallego (project leader)

Contact information/address:

Institute of Public Health and Clinical Nutrition

Mediteknia, h. 4042

Kuopio Campus

Yliopistonranta 1 B, 70210 Kuopio, Finland

and the Cooperating Partner, user of the grant (hereinafter referred to respectively as "Cooperating Partner" and collectively "Cooperating Partners")

Universidad Mayor de San Simon (UMSS)

Business ID: 1008485024

Address: Calle final Jordán y Avenida Oquendo, Campus Central

Contact Person: Sander Jonathan Pérez Villarroel; Daysi del Rosario Perez Rea

Contact information/address: Centro de Alimentos y Productos Naturales, Campus Central

UMSS, calle Sucre, frente Parque la Torre, Cochabamba, Bolivia.

Universidad Nacional Agraria La Molina (UNALM)

Business ID: 20147897406

Address: Avenida de la Molina s/n La Molina, Lima Peru

Contact Person: Director CIINCA-FIAL

Contact information/address: ciinca@lamolina.edu.pe

University of Turku (UTU)

Business ID: 0245896-3

Address: FI-20014 Turun yliopisto, Finland

Contact Person: Jukka-Pekka Suomela

Contact information/address:

University of Turku

Food Sciences

Dept of Life Technologies

Itäinen Pitkätatu 4, FI-20520 Turku

The Lead Partner and the Cooperating Partners collectively "Parties" and respectively "Partner".

Agreement on the award, use, control and conditions of the grant

2. Subject of the Agreement

By its decision (209/116/2022) (hereinafter "Financing Decision", Appendix 1), the Finnish National Agency for Education (hereinafter "Financier") has granted a special state grant to Lead Partner for further distribution pursuant to section 7 (2) of the State Aid Act (932/2014). In this Agreement (hereinafter referred to as "Agreement") the Parties agree the rights and obligations of the Parties related to the implementation of the Project "209/116/2022 Finnish-Andean partnership: Training in food science and nutrition to promote Andean under-utilised crops in sustainable food systems" (the "Project") and on the distribution of the state grant provided by the Financier.

In addition to the Financing Decision, the terms and restrictions related to the Special State Grant Reg, dno. 4/091/2017 and the Act on Discretionary Government Transfers (688/2001), which are part of the decision, apply to this Agreement. Each Party undertakes to undersign this Agreement on award, use, control and other conditions of the grant, which is a precondition for receiving this grant.



The Lead Partner is responsible for the management, organization and administration of the implementation of the Project in accordance with the Financing Decision and the terms and conditions thereof. The Lead Partner is responsible for reporting on the progress of the Project to the Financier in accordance with the Financing Decision.

Each Cooperating Partner is responsible for the implementation of the Project and for the reporting required by the Financier to Lead Partner within the deadline given by the Lead Partner. By this Agreement, the Cooperating Partners undertake to provide the Lead Partner with the necessary information for reporting and other settlements.

3. Conditions for the grant

3.1 Grant beneficiaries

The grant beneficiaries are set out in point 1 of this Agreement.

3.2 Grant amount and distribution

The grant will amount to a total of 61 672 EUR and will be distributed among the Parties as follows:

- **University of Eastern Finland 33 932 EUR**, including the grants for the mobilities of the students from other partners distributed as follows: UTU 4 300 EUR, UNALM 8 700 EUR, UMSS 4 350 EUR.
- **Universidad Mayor de San Simon 11 470 EUR**
- **Universidad Nacional Agraria la Molina 11 470 EUR**
- **University of Turku 4 800 EUR**

Funds for student mobility are distributed by UEF to the student(s) on mobility as a mobility grant.

The amounts are subject to change depending on the performance of the Project.

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3.3 Purpose of the grant

The grant must be used for the Project in accordance with its intended use during the term of the grant and in accordance with the conditions and restrictions of use contained in the Financing Decision. Funding may be used for the costs described in the Project Application and its annexes (Appendix 2)..

The Cooperating Partner may not transfer the grant to another Party.

Eligible costs are the costs incurred during the life of the grant, which are necessary and reasonable for the aided activity/Project, less the income from the activity/Project. Overhead costs are not eligible under this funding and cannot be charged to the Project, in accordance to the Financier's regulations.

The Cooperating Partner shall keep its accounts in such a way that the use of the state grant can be reliably monitored. The Cooperating Partner shall keep track of the grant transferred to him at his own cost centre.

In the Lead Partners accounts, the transfer of the grant is treated as an adjustment to the income account. The costs to be approved corresponding to the use of the transferred grant will only be recorded in the Cooperating Party's accounts.

3.4 Duration of the state grant

The grant shall be used between 01.08.2022 and 31.12.2024.

3.5 Payment

The grant will be paid to the Cooperating Partner in several instalments as follows:

Universidad Mayor de San Simon:

For UMSS, the payment will be made in coordination with the Directorate of Scientific and Technological Research.

Instalment 1 31.05.2023: 2600 €

Instalment 2 15.11.2023: 1750€

Instalment 3 15.11.2024: 7120€

Universidad Nacional Agraria la Molina:

For UNALM the payment will be made in coordination with Universidad Nacional Agraria La Molina (Business ID: 20147897406). Address: Av. La Molina s/n, district of La Molina, department and province of Lima, Perú · Phone: (51 1) 614 7800 · Web page: <http://www.lamolina.edu.pe/>).

Instalment 1 31.05.2023: 1432,4 €

Instalment 2 15.11.2023: 2350 €

Instalment 3 15.11.2024: 7120 €

University of Turku:

Instalment 1 31.05.2023: 2400 €

Instalment 2 15.11.2024: 2400 €


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The amounts and dates are subject to change depending on the performance of the Project.

The condition for the payment of the grant is that the Financier has paid the grant to Lead Partner and that the Cooperation Partner has returned the undersigned Agreement to Lead Partner. In addition, the Cooperating Partners are required to submit a report of activities and financial report with receipts on the use of the grant to Lead Partner before paying each instalment. Reports must be submitted one month before the payment date. The Cooperating Partner may also request for an advance payment for some of the activities. Reports of the activities and finances including receipts in this case should be done in conjunction with the instalment payments. Receipts in languages other than English or Finnish, should be translated into English when submitted to the Lead Partner.

The Cooperating Partner must submit an interim report and a final report to the Lead Partner two months before the date of submission of the report required by the Financiers. Partners must submit Interim report by 31.10.2023 and Final report by 31.10.2024.

3.6 Monitoring the use of the grant



The Cooperating Partner undertakes to provide the Lead Partner with correct and sufficient information to monitor compliance with the terms of the grant and to notify without delay any change affecting the realization of the purpose of the grant or any other change affecting the use of the grant. Correct and sufficient information means any information that has or may have an impact on the eligibility of the grant.



The Cooperating Partner shall provide the Lead Partner with a statement on the use of the grant received using the form attached to this Agreement.

The report must include:


- A breakdown of accrued costs for the assisted activity
- The general ledger corresponding to the place of costs
- Description or report on the aided site / Project
- The following information required by the Lead Partner on the action:
 - For the interim reporting: information regarding with the general overview, mobilities, and finances
 - For the final report: information related with general overview, mobilities, finances, quality and results.
- Additional information requested by EDUFI for the implementation, administration and monitoring of the programme

The learning and other materials implemented in the Project must be made available to all universities and polytechnics and university students, for example through open licensing. The report must contain links to the materials in question.



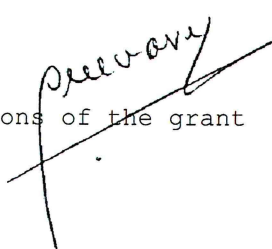
3.7 Inspection and monitoring information



The Lead Partner shall carry out the necessary audits of the Cooperating Partner's finances and operations in order to monitor the payment and use of the grant. The Cooperating Partner shall provide the Lead Partner, free of charge, with all information and explanations, documents, recordings and other material necessary for the audit, as well as otherwise assist in the audit.



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The Cooperating Partner is aware that the Financiers also shall have the right to inspect the activities and finances of the Cooperating Partner to whom the grant has been transferred.

3.8 Repayment of the grant, recovery and interest

The Cooperating Partner must immediately return to the Lead Partner the whole grant or part thereof received incorrectly, excessively or manifestly unjustifiably. The Cooperating Partner shall return the grant or a part thereof to the Lead Partner even if it cannot be used in the manner required by the Financing Decision or this Agreement.

In cases of misuse, the Lead Partner may suspend the payment of the grant or demand the return of all or part of the grant already paid. The Lead Partner is aware that it is obliged to return to the Financiers the grant, or any part thereof, that the Lead Partner has received and redistributed incorrectly, excessively or manifestly unjustifiably and transferred to the Cooperating Partner. The return to the Financier must also be made if the Cooperating Partner has not been able to use the grant as required in the Financing Decision or if the Cooperating Partners has not provided the required description in accordance with the Agreement. Disputes between the Lead Partner and the Cooperating Partner remain to be resolved by the Parties.

If the amount to be refunded does not exceed € 100, it does not have to be refunded.

3.9 Suspension of Payment

Payment may be suspended in accordance with the principles laid down in section 19 of the State Aid Act.

3.10 Legislation governing the use of the grant and general conditions and restrictions

The Cooperating Partner shall comply with the Act on Discretionary Government Transfers (688/2001) and the conditions and restrictions contained in the Financing Decision on which this Agreement is based.

The Cooperating Partner shall clarify and take into account in their activities their possible obligation to comply with procurement legislation (Public Procurement and Concession Contracts Act 1397/2016).

4. Other terms

4.1 Definitions

Intellectual Property Rights means all forms of intellectual property protection, including, but not limited to, patents, utility models, trademarks, copyrights, integrated circuit design rights, design rights, unregistered design rights, plant variety rights, and applications for intangible forms of protection.

Ownership refers, in addition to the right in rem, to copyright and the right to patents and other Intellectual Property Rights.

Background Material means all information generated outside the Project that has the technical and economic value necessary for the Project, regardless of its form of expression, such as substances,

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devices or hardware components, methods, solutions, inventions and computer programs and related copyrights and other Intellectual Property Rights which the Party has the right to grant access rights under this Agreement. The Background is not considered to be the Result of this Project.

Result means all information, ideas, business models, methods, inventions, computer programs and results of artistic activities obtained in the Project, as well as related copyrights and other Intellectual Property Rights.

4.2 Publication of Result

4.2.1. The Result is, principally, public. The Parties have the right to publish the Result they own.

4.2.2 Confidential information must not be disclosed in connection with the publication of the Result. The Parties shall have the right to inspect the intended publications in advance before publication. The material to be published shall be submitted to the other Parties for inspection in writing (incl. by e-mail). A request for restriction of publication shall be made within thirty (30) days of the receipt of the material to be published by the Parties.

Restrictions on publication may be required only for justified reasons. A justified reason is that the publication endangers the Intellectual Property Rights protection of the Result or that the material to be published contains Confidential Information of the other Party. In such cases, the Parties shall consult each other on any changes to the publication which prevent the publication in its entirety.

If the Party does not make a written, specific and substantiated request within that period, the publication shall be treated as if it were entitled to do so.

4.2.3. The theses done within the framework of the Project are public. Copyright for the thesis belongs to the author of the work.

4.3. Ownership and use of Result

4.3.1. Ownership of the Result belongs to the Party whose employee, researcher or other member of staff has created, invented or prepared it.

4.3.2. Ownership of the Result shall be jointly owned by the Parties in so far as they have participated in its creation, preparation and invention. The terms of joint ownership are agreed in writing separately between the joint owners.

4.3.3. Parties have the right to use the Result created in the Project by the other Party. The use of the other Party's Result during the Project must not lead to 1) obstruction of the Project's objectives, 2) dismantling, 3) reduction of funding.

The access right to the Result is non-exclusive and limited to the research use of the Project, including the right to modify the Result. For the sake of clarity, the Parties have right to use the published Result to the same extent as third parties.

Commercial and other wider access rights during the Project and access rights after the end of the Project will be agreed upon separately and such access to the Result must be requested in writing from the owner of the Result and the possessor of the Intellectual Property Rights during the Project or no later than four (4) months after the end of the Project.

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4.3.4 If the rights of personnel working in the Project are not transferred directly to the Party by law or, for example, an employment contract, the Party shall ensure that the personnel transfer their rights to the Result in writing to the extent required by the purpose of the Project and this Agreement.

4.4. Ownership and use of Background Material

4.4.1. The Background Material belongs to the Party transferring it, which also alone decides on its necessity for the Project, the transfer to other Parties and the conditions of any transfer. The Parties are not obliged to provide the Background Material for the use of the Project or to other Parties, unless otherwise agreed in writing.

The Parties may use the Background Material of the other Party made available to them for the performance of the Project only in the performance of the tasks in accordance with the Project. The transferee of the right to use the Background Material does not have the right to sublicense the right to a third party. If the Background Material is required for the utilization of the Project Result in subsequent research and development work or business, the terms of the right to use the Background Material must be agreed separately in writing.

4.5 Confidentiality

4.5.1 Information or material obtained by a Party from the other Party, whether in oral, written, electronic or other form, shall be confidential if it is clearly marked and identified as confidential (hereinafter referred to as "Confidential Information"). Oral information intended to be confidential must be declared confidential at the time of disclosure and subsequently confirmed in writing within 7 days.

The Parties undertake to treat the Confidential Information as confidential, undertake not to disclose the Confidential Information to third parties and undertake not to use the Confidential Information for any purpose other than to fulfil their rights and obligations under this Agreement.

4.5.2. However, the obligation of professional secrecy shall not apply to Confidential Information which:

- 1) was public or generally available prior to the receipt of the Confidential Information from the other Party;
- 2) has become public or publicly available after the disclosure of the Confidential Information other than for a reason for which the Party receiving the information is responsible;
- 3) is in the possession of a Party or its investigators / staff prior to receiving Confidential Information from another Party;
- 4) has been obtained from a third party without obligation of confidentiality, and the third party has had the right to disclose it; or
- 5) has been developed in a verifiable manner independently or together with a third party without the Confidential Information of the disclosing Party.

4.5.3. The obligation of confidentiality is valid for five (5) years after the end of the Project.

4.6. Data protection and privacy

The Parties respect the privacy of people and of the personal data they process. The Parties commit to ensuring the privacy and information security of the personal data it processes. The Parties

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undertake to comply with the EU's General Data Protection Regulation (EU)2016/ 679 (hereafter "GDPR") and the regulations and guidelines issued by the authorities in both countries. The Parties inform subjects about processing of personal data in their privacy policies. The Parties undertake to maintain strict secrecy of all personal data to which they have access and to comply with all technical and organizational measures necessary to ensure the security of the data, especially its confidentiality and integrity, and to avoid its alteration, loss, or unauthorized processing or access. These obligations will subsist even after the termination and extinction of this Agreement for as long as required under GDPR. If the Parties process personal data in actions based on this Agreement on behalf of the other Party, the Parties shall undertake to enter into a separate data protection agreement.

4.7. Liability

4.7.1 The Parties will carefully carry out the tasks assigned to them under the Project for which the Agreement is being awarded, using qualified staff. When transferring ownership or use rights to the Result and Background Material to each other, the Parties shall endeavour to ensure that the materials to be transferred are as accurate as possible. However, the transferring Party is not obliged to provide any guarantee for the materials to be transferred, and the transferee is solely responsible for the use of the materials.

4.7.2 Each Party shall be independently liable for any damage caused to other Parties or third parties as far as it referred to their assigned tasks. However, the Parties shall not be liable for any indirect damage caused to each other in connection with the Project, unless the damage was caused intentionally or through gross negligence. In all cases, the limit of the liability of a Party to the other Party shall be EUR 10,000, unless the damage was caused by wilful misconduct or gross negligence.

4.7.3 The Party shall be independently liable for any damage caused to the Financier and to third parties.

4.7.4 If claims are asserted by third parties against one or more Parties, the Party to whose sphere or responsibility the reason for the claim is, can be attributed shall be internally liable, irrespective of his/her degree of fault. This Party must therefore indemnify and hold the other Parties harmless in any case. If several Parties are liable for a claim or if a claim is attributable to the spheres of several Parties, the Parties shall be liable to the extent of their responsibility. If the extent of responsibility cannot be determined, these Parties shall be liable in equal shares. In any case, they shall indemnify and hold harmless the other Parties.

4.7.5 Claims for damages against a Party shall be filed within one (1) year from the time the damage occurred or from the moment when the damage came to the knowledge of the Party seeking compensation. However, all claims for damages must be filed no later than one year after the termination of the contractual obligations.

The Parties shall not be liable for any errors or delays caused by the other Parties. Nor shall the Parties be liable for any error or delay on the part of the Party caused by force majeure.

4.7.6 Each Party shall be liable for the work and omissions of the subcontractors he uses as he does.

4.8 Validity and Termination of the Agreement

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4.8.1 This Agreement shall enter into force on the latest date of signature and shall apply retroactively from the beginning of the Project. The Agreement is valid until the end of the Project, except for the terms of the Agreement, which will continue to have legal effect after the end of the Agreement.

4.8.2 If a Party materially breaches this Agreement and fails to remedy the breach within thirty (30) days of receiving written notice, the other Party shall have the right to terminate this Agreement with respect to the breaching Party. This Agreement may also be terminated if the Project cannot be carried out for reasons beyond the control of the Parties.

4.8.3 The Party who has committed a breach of contract shall bear the reasonable additional direct costs of reallocating the tasks and any other additional costs incurred by the other Party in terminating the Agreement.

4.8.4 Access rights which the infringing Party has obtained from other Parties under this Agreement at the time of termination shall cease to be valid upon termination. The infringing Party shall return all Background Material and Confidential Information received under this Agreement to the providing Party.

4.8.5 If the Agreement has been translated into several languages, in case of discrepancies the English version shall prevail.

4.9 Law and Jurisdiction

4.9.1 Finnish law shall apply to this Agreement.

4.9.2 In the event of any controversy, claim or dispute arising out of or relating to any provision of this Agreement, the Parties shall try to settle those conflicts amicably between themselves within ninety (90) days as of either Party's request for amicable settlement negotiations. Should the parties fail to so settle then, the matter in dispute shall be finally and exclusively settled by binding arbitration according to the Rules of Arbitration of the International Chamber of Commerce ("ICC") with the composition of one arbitrator. The arbitral proceedings shall take place in Helsinki in the English language.

5. Amendment and Transfer of Agreement

This Agreement may only be amended in writing.

This Agreement, or any part thereof, may not be transferred without the consent of all Parties.

6. Annexes

In the event of any conflict between this Agreement and its Annexes, the Funding Decision with its conditions and restrictions and other Annexes shall prevail. The other Annexes shall be interpreted in following order of priority: secondly this Agreement, thirdly the budget, and fourthly the Project application and its Annexes.

The annexes to this Agreement are:

1. Financing Decision 209/116/2022 including the terms of the use of the grant from the TFK 2022 Team Finland Knowledge programme call with Appendices (Appendix 1)

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2. Financing Decision 209/116/2022 including the terms of the use of the grant, translated to Spanish (Appendix 2)
3. Budget (Appendix 3)
4. Project application (Appendix 4)

7. Signatures

The Contracting Parties certify that the persons signing the Agreement are authorised to sign in the name of the organisation they represent.

University of Eastern Finland

In Kuopio, _____. 2023

Jussi Pihlajamäki, Dean of the Faculty of Health Sciences

Universidad Mayor de San Simon

In Cochabamba, _____. 2023

Julio Cesar Medina Gamboa



Julio Cesar Medina Gamboa, Rector of the Universidad Mayor de San Simón

Universidad Nacional Agraria la Molina

In Peru, 19.04. 2023

Dr. Américo Guevara Pérez, Rector of the Universidad Nacional Agraria La Molina

University of Turku

In Turku, _____. 2023

Jyrki Heino, Head of the Department of Life Technologies

Mr. Freddy Arce Balcazar
DIRECTOR
RELACIONES INTERNACIONALES Y
CONVENIOS - UMSS

Agreement on the award, use, control and conditions of the grant

Tämä dokumentti on allekirjoitettu sähköisesti UEF Sign-järjestelmällä
This document has been electronically signed using UEF Sign



Päiväys / Date: 11.05.2023 19:46:55 (UTC +0300)

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Kaksiosainen henkilötunnistus (Sähköposti- ja puhelintunnistus)
Two-factor person identification (E-mail and SMS identification)

Päiväys / Date: 16.05.2023 08:56:47 (UTC +0300)

Jussi Pihlajamäki

Dekaani

Terveystieteiden tiedekunnan yhteiset

+358503440187

jussi.pihlajamaki@uef.fi

Organisaation varmentama (UEF käyttäjätunnus)
Certified by organization (UEF user account)