

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA
AND
YAZHOUWAN NATIONAL LABORATORY

The *Universidad Nacional Agraria La Molina*, is a public university in Lima, Peru that trains professionals for agricultural, biological, and forestry sciences, hereinafter designated as **UNALM**, represented in this act **according to its Statute and to internal rules**,

and

Yazhouwan National Laboratory, established in 2022, is an innovative scientific research institution with headquarters in Sanya, the People's Republic of China, hereinafter called **YNL**, represented in this act by its Statute and to internal rules,

jointly called the "Parties" in this legal instrument, declare their mutual interest and will to broaden their cooperative programs and exchange in the fields of agricultural research and technology. Both Parties express their intention to strengthen their relations through cooperative activities.

Clause One – Objective

The Parties will cooperate in science and technology through joint projects in the fields of agriculture and natural resources for the purpose of broadening the existing knowledge based on sustainable agricultural development and institutional strengthening.

Clause Two – Areas of Cooperation

The main areas for cooperation may include but not be limited to:

- . Natural resources and climate change.
- . New sciences: biotechnology, nanotechnology and geotechnologies.
- . Automation, precision agriculture and information and communication technologies.



- . Animal and plant health and safety in the value chain.
- . Production systems.
- . Agroindustry and biomass technology and green chemistry.
- . Food safety and nutrition for health.
- . Agricultural competitiveness and science-policy links.

Clause Three – Financing

All commitments in this MOU are subject to the availability of appropriate funds and each Party's budget priorities. This MOU shall not consist of an obligation to find any funds. It does not constitute in any way a commitment of resources of subsequent fiscal years, any extra expenses or future economic obligations.

Clause Four – Technical Cooperation Projects (TCPs)

Cooperation shall be implemented through the execution of Technical Cooperation Projects (TCP) approved by both Parties, which shall clearly define the following, among other items:

- I. objectives and rationale;
- II. human, material and financial resources to be contributed by each Party;
- III. rights and duties of each Party;
- IV. intellectual property rights over processes or products, including new plant varieties, obtained within the scope of the cooperation, as well as respective conditions for effective commercial use thereof.

Paragraph One – After the TCPs have been duly signed by both Parties, they shall be legally Party of this MOU.



Paragraph Two – To promote the cooperation between the two parties, both sides endeavor to set up a Joint Laboratory.

Paragraph Three – In case of student's internship concession linked to Universities, to be implemented at UNALM and YNL, the Parties should elaborate, discuss and approve a brief TCP, and also considering the celebration of the "Internship Compromise Term" with the appointed college student, indicating, among others, the following items:



- I. Project's identification;
- II. Internship's goal;
- III. Work plan;
- IV. Methodology of the internship development
- V. Intellectual property of the product obtained during the internship; and
- VI. Obligations of the involved Parties, including financial support for the internship implementation and other required arrangements.

Clause Five – Implementation and Evaluation Committee

An implementation committee shall be created with an equal number of representatives of each Party, for the purpose of regularly determining the activities and/or work plans to be developed and subsequently evaluated.

Clause Six – Genetic Material

Either Party may collect and exchange genetic material as necessary in strict compliance with the legislation in effect in their respective country.

Clause Seven – Involvement of Third Parties

The terms of this MOU shall not prevent either Party from carrying out individually or in cooperation with a third party research in the areas covered in the PCTs under the scope of this MOU if provisions of said instruments are duly observed.



Clause Eight – Dissemination of Results

The Parties hereby agree to not disseminate any information that may hamper the granting of intellectual property rights over any process or product obtained as a result of the cooperation contemplated in this MOU.

Paragraph One – Due compliance being given to the provisions in the heading of this Clause, either Party shall be entitled to disseminate or publish any results obtained in the execution of a TCP implemented within the scope of this MOU, provided the cooperation program and the names of the other researchers are duly



acknowledged in all papers and/or other publications.

Paragraph Two – Both Parties hereby agree to submit to the other Party, for written approval, any information they wish to disseminate or publish, at least thirty (30) days before said dissemination and/or publication.

Paragraph Three – In the event no response is received within thirty (30) days, the Party shall be automatically authorized to disseminate or publish said information in the manner reported to the other Party.

Paragraph Four – Any Party disseminating or publishing Partial results of TCP activities implemented within the scope of this MOU shall be fully and solely responsible for the applicability and assurance of the information. In such cases, no solidarity shall be expected from the other Party in any judicial or extrajudicial action arising from any alleged direct or indirect damages resulting from the use, applicability, or functionality of the information disseminated or published.

Clause Nine – Unforeseen Circumstances

Any Party that makes changes in its corporate entity or ceases its activities as a result of government action, succession, transfer, or any other legally approved act shall be obliged to state in the document setting forth said change, transaction, or cessation the provisions regarding intellectual property rights negotiated and contained in the TCPs entered into within the scope of this MOU.

Paragraph One – Any accident resulting in unforeseeable losses or damages shall be reported in writing by the affected Party, to the other Party, for the purpose of revising the commitments previously made, but shall not exempt the affected Party from any scheduled payments.



Paragraph Two – Each Party shall procure adequate insurance against losses and damages covering its Participation in the TCPs and according to the legislation in effect in their respective country.

Clause Ten – Legal-Institutional Relations

Each Party is an independent administrative institution. No other relation, such as incorporation, association or risk contracting shall be created between the Parties, nor shall any labor responsibility of one Party be binding over the other.



Clause Eleven – Dispute Settlements

All controversies arising out of, or related to this MOU, shall be solved as follows:

- a) Friendly settlement: the Parties shall attempt to resolve the dispute in good faith through negotiation;
- b) Mediation: if the dispute is not resolved through negotiation, the Parties may choose mediation by a neutral third party elected by common consent;
- c) Arbitration: if the dispute is not resolved through negotiation or mediation, either Party may submit to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be in a selected country agreed between the two Parties.

Clause Twelve – Representation and Contacts

The individuals named and qualified below are hereby appointed to act as contacts between the institutions in matters pertaining to this MOU and the joint activities ensuing therefrom:

For **UNALM**:

Oficina de Gestión Interinstitucional (OGI)

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

Apartado Postal: 12-056 - Lima 12, Perú

Telephone: (51 1) 614-7800 - Anexo: 841

E-mail address: ogi@lamolina.edu.pe

For **YNL**:

Soybean Seed Innovation team

Address:

8 Huanjin Road, Yazhou District, Sanya, Hainan 572024, China

Telephone: 86-0898-88235582

Email: tianzhixi@yzwlab.cn



Sole Paragraph – Each Party shall notify the other, in writing, about the substitution of its representative.



Clause Thirteen – Duration

This MOU shall be valid for a period of 5 (five) years to be counted from the date of the last signature. It shall be renewable for additional five-year periods through subscription of Additional Terms and subject to termination before its date of expiration after notice from either Party 180 (one hundred and eighty) days prior to said date.

Sole Paragraph – Either Party may request in writing the cancellation and/or voidness of a TCP in the event the other Party fails to fulfill any clause of this MOU while according the other Party full rights of defense. The other Part shall be bound to reimburse the first Party any proven damages resulting from the cancellation of said TCP.

In WITNESS WHEREOF, the Parties hereto, **UNALM** and **YNL**, acting by their legal representatives, subscribed their names to three identical copies of this MOU, in English.

For YNL:

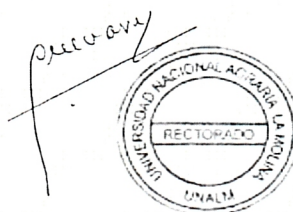
For UNALM:



Jiayang Li

Name: Dr. Jiayang Li
Position: Director

Place and date: February 5, 2025



Name: Dr. Américo Guevara Pérez
Position: Rector

Place and date: 17/01/2025



WITNESSES:

Zhixi Tian

Name: Zhixi Tian
Document nr.:

Christian R. Encina Zelada

Name: Christian R. Encina Zelada
Document nr.: 41246078

