



MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION BETWEEN UNIVERSIDAD NACIONAL AGRARIA LA MOLINA, PERU AND TOKYO UNIVERSITY OF AGRICULTURE, JAPAN

In order to foster academic excellence and international cooperation, Universidad Nacional Agraria La Molina (UNALM), Peru and Tokyo University of Agriculture (Tokyo NODAI), Japan agree to cooperate in the planning and implementation of scientific research, academic and educational programs for both Universities. The activities under this MoU will include:

- (1) Collaborative research activities,
- (2) Exchange of faculty members,
- (3) Exchange of students,
- (4) Exchange of scientific materials, publications and information, and
- (5) Other activities as agreed upon by both parties.

Both Institutions shall provide one another with guidance and other necessary assistance. The Institutions will cover their own costs related to activities of mutual interest, unless otherwise agreed in writing. Financial support will be established by mutual agreement between the two Institutions at the beginning of each activity. Details of the implementation of any particular exchange resulting from this Memorandum shall be stipulated in writing between the two universities. In each of the above instances, both parties shall prepare separate agreements for the implementation of each project.



Promotional Material and Use of Logos

Each Institution agrees that the other Institution's name, logo, or trademarks may only be used in promotional materials with prior written approval. Institutions shall ensure accurate contact details are provided and avoid using the other Institution's identifiers in a misleading or unlawful manner.

Exchange of Bioresources



Exchange of any bioresources will be carried out under the existing Laws of Peru and Japan.

Confidentiality

Neither Institution shall disclose any confidential information from the other without prior written consent, except as required by law. Confidential information will only be used for purposes outlined in this Memorandum. These obligations will remain in effect for 05 years after the Memorandum's termination.

Intellectual Property

1. Background Intellectual Property

Each Institution retains ownership of its pre-existing Intellectual Property ("Background IP"). Access to such IP will require a separate agreement.

2. New Intellectual Property

New Intellectual Property created during this Memorandum will generally be owned by the Institution that develops it. Jointly created IP will be subject to a separate agreement detailing ownership and commercialization.

3. Licensing and Commercialization

The Institutions will negotiate terms for licensing any Background or New IP. Separate agreements will be made for

royalties and other commercial terms.

4. Taught Programs and Curricula

Intellectual Property rights for any taught programs or curricula will be addressed separately and documented in further agreements. Contributions will be properly credited and protected under applicable copyright laws.

Resolution of Disagreements

Any disputes arising from the interpretation or implementation of this Memorandum will initially be addressed at an informal level by the relevant staff involved in the dispute. Where a resolution cannot be achieved informally, the dispute shall be referred to the signatories of this Memorandum (or their successors), or to their nominated representatives. If this fails to achieve a resolution, the dispute may be referred by either party to mediation. The parties shall then agree a reasonable forum in which to conduct this mediation.

If this Memorandum has been drawn up in two or more languages, in the event of any conflicts with respect to the interpretation thereof, the English language version of this Memorandum shall be the sole authoritative version.

Operation of this Memorandum

Nothing in this Memorandum shall be construed as creating any legal or financial relationship between the Institutions. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

This Memorandum shall become effective upon the signature of the President of both universities and shall be valid for a period of five years subject to a favorable review by both Institutions after the first year of operation. The said agreement shall be extended for an additional period of five years unless either party gives written notice to terminate the agreement at least six months prior to the expiration date. It may be subject to amendment at any time by mutual consent given in writing. The renewal or lapse of the Memorandum should be negotiated by both Institutions at least 6 months prior to the end of the period of operation. Should either Partner wish to withdraw from the Memorandum prior to the end of its period of operation, they may do so by giving three months notice in writing, on the condition that they fulfil any outstanding commitments under the Memorandum.

Each party shall designate an office to serve as liaison for implementing this Memorandum. For Universidad Nacional Agraria La Molina, it will be the International Management Office (ogi@lamolina.edu.pe). For Tokyo NODAI, this office will be the Center for Global Initiatives (shogaku@nodai.ac.jp).

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate by placing their signatures thereon, and each party shall keep one of the originals.

Dr. Américo Guevara Pérez

Rector

Universidad Nacional Agraria La Molina

Peru

Date: 11 - 02 - 2025

Prof.Dr. Fumio EGUCHI

President

Tokyo University of Agriculture,

Japan

Date: 10/ Feb/2025