



UNIVERSIDAD NACIONAL AGRARIA
LA MOLINA



STUDENT EXCHANGE AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN TOKYO UNIVERSITY OF AGRICULTURE AND “UNIVERSIDAD NACIONAL AGRARIA LA MOLINA”

THIS STUDENT EXCHANGE AGREEMENT (“Agreement”) is entered by and between Tokyo University of Agriculture (“Tokyo NODAI”) and Universidad Nacional Agraria La Molina (“UNALM”). Tokyo NODAI and UNALM agree to establish a reciprocal student exchange program for the educational and cultural enrichment of both Institutions under the terms described hereinafter.

This agreement is made between:

TOKYO UNIVERSITY OF AGRICULTURE (“Tokyo NODAI”)

Center for International Programs

1-1-1 Sakuragaoka, Setagaya-ku, Tokyo, 156-8502 Japan

Tel: 81-3-5477-2560

AND

UNIVERSIDAD NACIONAL AGRARIA LA MOLINA (“UNALM”)

International Management Office

La Molina avenue s/n, district La Molina, province and Lima department

Tel: 511 614-7800

1. DEFINITIONS

1.1. The following definitions are used in this Agreement:

- A) “**Academic Year**” means: (a) at Tokyo NODAI, a period beginning in April and ending in March; and (b) at UNALM, a period beginning in March and ending in February. The exact dates of an Academic Year will vary each year.
- B) “**Exchange Student**” means an undergraduate or graduate student from a Home Institution who attends a Host Institution under the terms of this Agreement.
- C) “**Institutions**” refers to the two universities named in this Agreement.
- D) “**Home Institution**” means the university where the Exchange Student is enrolled as a degree candidate.
- E) “**Host Institution**” means the university where the Exchange Student is temporarily enrolled under the terms of this Agreement.
- F) “**Program**” means the exchange program described in this Agreement.
- G) “**Semester**” means (a) at Tokyo NODAI, one of the following: April to July (First Semester); and September to January (Second Semester); and (b) at UNALM, one of the following: March to July (Fall Semester); and August to December (Spring Semester). The exact dates of the Semesters will vary each Academic Year.

2. NUMBER OF STUDENTS

2.1. A maximum of [Two (2)] Exchange Students from each Institution will be exchanged between Institutions each Academic Year. For the purpose of calculating the relevant



number of Exchange Students, it is agreed that [Two (2)] Exchange Students, each enrolling for one Semester of the Program is equivalent to [One (1)] Exchange Student enrolling for one Academic Year of the Program.

- 2.2. The number of Exchange Students may be amended by mutual agreement, taking into account the balance of the respective numbers.

3. **ELIGIBILITY**

- 3.1. Exchange Students will be selected by their Home Institution based on the following criteria. The Exchange Students should:

- A) be full-time undergraduate or graduate students at the Home Institution and be recommended by the head(s) of the institution.
- B) return to their Home Institutions after completing the Exchange Program.
- C) Have good to excellent academic records; and
- D) Meet all specific requirements set by both Institutions, including language proficiency as specified by the Host Institution.

4. **SELECTION**

- 4.1. Exchange Students seeking admission to the Host Institution under the terms of this Agreement shall meet the admissions requirements of the Host Institution. Each Institution will make every effort to send to the other the applications for the Program by the date specified by the Host Institution. Each Institution reserves the right to reject candidates, in which case additional candidates may be proposed.
- 4.2. The exact program of study will be determined by the student with the mutual approval of his or her supervisors or academic advisers at the Home Institution and the Host Institution.

5. **ACADEMIC STATUS AND PERIOD**

- 5.1. The Exchange Students are expected to maintain the equivalent of a full-time course load at the Host Institution. Credits toward the students' degrees are to be considered and awarded by the Home Institution.
- 5.2. The Institutions will provide each other with adequate information on the performance of participating students, including a transcript (or its equivalent) after the completion of the Program.
- 5.3. The duration of the students' stay shall be one Academic Year or one Semester.

6. **TUITION AND OTHER EXPENSES**

- 6.1. The Exchange Students shall be exempt from paying the Host Institution any tuition and regular academic fees which normally apply to all students.
- 6.2. The Exchange Students shall pay whatever fees are required of them by their Home Institution in order to participate in the Program, as well as any special fees that may apply to them at the Host Institution. Information regarding such special fees must be provided by the Host Institution in advance.
- 6.3. The payment of accommodations together with the payment for all travel, medical insurance, medical costs not covered by insurance, repatriation, books and other educational materials, and food and subsistence costs shall be the responsibility of the Exchange Students and neither Institution shall be held liable for such costs.
- 6.4. Students must also provide any financial documentation required by the Host Institution for visa purposes.

7. **RIGHTS AND RESPONSIBILITIES OF STUDENTS**

- 7.1. The Exchange Students participating under the terms of this Agreement shall be subject to



the rules, regulations, and codes of conduct of the Host Institution. The Host Institution shall have the right to terminate the Program with respect to any Exchange Students who violate the Host Institution's policies or rules, as well as in the case that the student's academic performance does not fulfill the minimum requirements.

- 7.2. The Exchange Students will have the rights and privileges enjoyed by other students of the Host Institution. In addition, neither Institution may discriminate against a student on the basis of race, color, religion, gender, disability, national origin or age.
- 7.3. The Exchange Students will be solely responsible for applying for and obtaining any visas required to participate in the Program.
- 7.4. The Exchange Students attending Tokyo NODAI are required to enroll in Japan's National Health Insurance Scheme (*Kokumin Kenko Hoken*) at their own cost upon arrival.
- 7.5. The Exchange Students attending UNALM are required to enroll in a health insurance scheme provided by the Host Institution or the country where the Host Institution is located.

8. RESPONSIBILITIES OF HOME AND HOST INSTITUTION

- 8.1. Although finding accommodation remains the Exchange Students' responsibility, the Host Institution shall make reasonable effort to assist them in finding accommodation.
- 8.2. The Home Institution will ensure that Exchange Students are aware that they are responsible for purchasing travel tickets, medical/health and/or appropriate travel insurance which covers the entire period of the Program, prior to their departure from the Home Institution.
- 8.3. Both Institutions shall make every reasonable effort to provide the Exchange Students with information on the Host Institution and country through orientation and counseling to support Exchange Students participation in the Program.

9. LIABILITY

- 9.1. Neither institution shall be liable for the actions of Exchange Students in relation, but not limited, to illegal activity, public morality, personal injury, loss or damage of property, whether the result of malicious intent or negligence, except in cases of willful conduct or gross negligence on the part of either Institution. Furthermore, neither Institution shall be required to indemnify the other in the case of any incident resulting from such actions.

10. CONFLICT & DISPUTE RESOLUTION

- 10.1. Any disputes arising from the interpretation or implementation of this Agreement 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 Agreement, or to their nominated representatives. If this fails to achieve a resolution, the dispute may be referred by either Institution to mediation. The institutions shall then seek a mutually agreed upon forum for this mediation.

11. ASSIGNMENT

- 11.1. Neither Institution may assign any of its rights, or delegate any of its duties, to third parties under this Agreement without the written consent of the other Institution.

12. FORCE MAJEURE

- 12.1. In the event that the performance of the obligations in this Agreement is prevented by reason of force majeure, the Institutions are released from their obligations and neither Institution shall be responsible for any damages sustained by the cause. Force majeure shall subsume government policy decisions, government action, riots, armed conflicts, epidemics, pandemics, extreme weather or natural events, unavailability of normal means



of transport, or legally defined acts of God.

13. OPERATION OF THIS AGREEMENT

- 13.1. Nothing in this Agreement shall be construed as creating any legal or financial relationship between the Institutions. This Agreement is a statement of intent to foster genuine and mutually beneficial collaboration.
- 13.2. This Agreement shall become effective upon the signature of the President of both Institutions and shall be valid for a period of five years subject to a favorable review by both Institutions after the first year of operation.
- 13.3. 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.
- 13.4. The renewal or lapse of the Agreement should be negotiated by both Institutions at least 6 months prior to the end of the period of operation. Should either Partner Institution wish to withdraw from the Agreement prior to the end of its period of operation, it may do so by giving three months' notice in writing, on the condition that any outstanding commitments under the Agreement have been fulfilled.
- 13.5. The Agreement shall not be amended without the agreement of both Institutions.
- 13.6. In the case The Agreement is executed in English or another language, and discrepancies between the original language and translated versions are found, the English version shall prevail in all respects.



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

Prof. Fumio EGUCHI
President,
Tokyo University of Agriculture

Dr. Américo Guevara Pérez
Rector
Universidad Nacional Agraria La Molina

Signature: *Fumio Eguchi*
Date: *10. Feb. 2025*

Signature: *Américo Guevara*
Date: *11 - 02 - 2025*

