

**AGREEMENT FOR INTER-INSTITUTIONAL COOPERATION BETWEEN THE
INSTITUTE OF BAST FIBER CROPS (CENTER FOR SOUTHERN ECONOMIC
CROPS) CHINESE ACADEMY OF AGRICULTURAL SCIENCES AND THE
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA**

This document contains the Cooperation Agreement entered into on the one hand, the **INSTITUTE OF BAST FIBER CROPS (CENTER FOR SOUTHERN ECONOMIC CROPS), CHINESE ACADEMY OF AGRICULTURAL SCIENCES**, with RUC No.121000004469240213, with legal domicile at No. 348 Xianjiahu West Road, district Yuelu, Changsha city, Hunan province, China, duly represented by its **Director General, Professor YANG Yongkun**, identified with passport No. **PE3084854**, issued by Ministry of Foreign Affairs dated February 07, 2024, which hereinafter will be referred to as "**IBFC**"; and, on the other hand, the **UNIVERSIDAD NACIONAL AGRARIA LA MOLINA**, with RUC No. **20147897406**, with legal address at Avenida La Molina s/n, district of La Molina, province and department of Lima, Peru, duly represented by its **Rector, Dr. AMÉRICO GUEVARA PÉREZ**, identified with **DNI No. 10538747**, designated by Resolution No. 001-2021-AU-UNALM dated February 23, 2021, which will hereinafter be called "**UNALM**"

Any reference to **IBFC** and **UNALM** jointly, shall be understood as **THE PARTIES** under the following terms and conditions:

CLAUSE ONE.- BACKGROUND

IBFC is a national comprehensive professional institute focusing on bast fiber crops, material sciences, green and sustainable technologies, and nutrition & health sciences, which belongs to the Ministry of Agriculture and Rural Affairs of People's Republic of China. There are 9 research departments in IBFC: Department of Crop Germplasm Resource Research, Department of Bio-processing Research, Department of Genetic Improvement Research, Department of Forage Crop Utilization Research, Department of Functional Fiber Material Research, Department of Farmland Environment and Engineering Research, Department of Plant Functional Components Research, Department of Characteristic Vegetable and Fruit Genetic Breeding Research, Department of Natural Polymer Material Research. In addition, it has two support departments including one experimental station and one agricultural company.

UNALM, is a center of higher education, dedicated to the teaching, research, extension and social projection of the knowledge of culture to the national and international community. To fulfill its academic activities of professional training, it has the following faculties: Agronomy, Sciences, Forestry Sciences, Economics and Planning, Food Industries, Agricultural Engineering, Fisheries and Zootechnics together with their respective academic departments. In addition, it has its Graduate School for the training of specialist researchers and university professors of high academic and scientific level; one of its functions is to establish relations with various public and/or private institutions, in order to jointly execute actions for the benefit of the country.

CIINCA is a Center dedicated to the research and innovation on Andean native crops.

CLAUSE TWO.- LEGAL BASIS

- 2.1. Political Constitution of Peru;
- 2.2. Peruvian Civil Code;
- 2.3. Single Harmonized Text of Law No. 27444- Law of General Administrative Procedure, approved by D.S No. 004-2019-JUS;
- 2.4. Law 30220, University Law;
- 2.5. Statute and General Regulations of **UNALM**.

CLAUSE THREE.- PURPOSE OF THE AGREEMENT

The objective of this agreement is to perform China-Peru joint research of quinoa and other Andean native crops.

CLAUSE FOUR.- COMMITMENTS OF THE PARTIES

The parties have the following commitments:

IBFC:

1. Quality evaluation and bioactivity assessment of the collected crops in China
2. Development of high value-added products by using these crops
3. Organize the exchange of scientists, research assistants and students between China and Peru
4. Organize seminar, workshops, training courses and other scientific meetings in China
5. Co-apply with UNALM national and international funding for research and mobility projects



UNALM:

1. Quality evaluation and bioactivity assessment of the collected crops in Peru
2. Development of high value-added products by using these crops
3. Organize the exchange of scientists, research assistants and students between China and Peru
4. Organize seminar, workshops, training courses and other scientific meetings in Peru
5. Co-apply with IBFC national and international funding for research and mobility projects



An annual review will be completed to ensure that the goals and objectives of both parties are being met. No liability shall be incurred by either party to this agreement for any reason, including failure to perform.

CLAUSE FIVE.- COORDINATION AND EXECUTION OF ACTIVITIES

For the purposes of execution, monitoring and supervision of this Agreement, **THE PARTIES** agree to appoint as their representatives:

5.1. For the **IBFC**: Dr. YANG Xiushi or whoever he designates.

Email: yangxiushi@caas.cn.

5.2. For **UNALM**: Prof. Ritva Ann-Mari Repo-Carrasco-Valencia or whoever she designates.

Email: ritva@lamolina.edu.pe.

In the event that one of **THE PARTIES** decides to replace the designated coordinator, the new appointment must be communicated to the other party by written communication within ten (10) business days, at the address indicated in the introduction to this agreement.

CLAUSE SIX.- SPECIFIC AGREEMENTS

Based on this Cooperation Agreement, **THE PARTIES** will sign specific agreements for the development of plans, projects, and programs, following the same formalities as the signing of this agreement.

The Specific Agreements to be signed as a result of the Framework Agreement will outline the description and objectives of the plans, projects, and programs to be developed, specifying the executing bodies, technical, financial, and human resources, procedures and general guidelines for their execution, deadlines, and obligations of **THE PARTIES**, among others.

CLAUSE SEVEN.- FINANCING

THE PARTIES agree to clarify that both the signing and execution of this Agreement will not involve the transfer of financial resources, but rather effective collaboration that contributes to the fulfillment of their objectives.

THE PARTIES can co-apply the funding from FAO, Ministry of S&T of China and other departments. The funding applied can only be used according to the project rules.

In the event that funds are not available, **PARTICIPANTS** engaging in an exchange (mobility, internship, and/or academic stays, research stays, and residencies that foster the exchange of experiences) will comply with the requirements of the host institution. Likewise, **PARTICIPANTS** will be responsible for the costs associated with the exchange resulting from this agreement (maintenance, accommodation, transportation, health insurance, accident insurance, repatriation, materials, administrative procedures, among others).



CLAUSE EIGHT.- VALIDITY

The term of validity of this Agreement is three (03) years, a term that will be in force from the last date of its signing, and may be renewed by mutual agreement between **THE PARTIES**, by written communication sent to the other party, three (03) months prior to its original expiration or any of its extensions.

CLAUSE NINE.- MODIFICATIONS

If an extension or extension is approved under the terms of this Agreement, it will be signed by means of an Addendum, which may also contain modifications that will become part of the Agreement signed between **THE PARTIES**.

CLAUSE TEN.- USE OF TRADEMARKS AND LOGOS

THE PARTIES undertake not to use the name, logos, emblems and trademarks or any other distinctive sign of the counterparty without their prior consent.

CLAUSE ELEVEN.- INTELLECTUAL PROPERTY

THE PARTIES that sign this agreement are the sole owners of the copyright. The data and information must be used exclusively for the purposes of the agreement and may not be reproduced, marketed or transferred to third parties without prior authorization from the entity generating the information. The use of the information obliges the recognition of the credits corresponding to **THE PARTIES**, in all reports and publications that are made as a result of this agreement.

Likewise, **THE PARTIES** shall consider the following provisions:

1. The products, studies or results of the activities, projects, work or research carried out or carried out under this Agreement constitute the intellectual property of both parties.
2. The exercise of the rights relating to the intellectual property belonging to any of **THE PARTIES** individually, as well as the property common to **THE PARTIES**, must be subject to the legal provisions in force and to the specific instruments signed by **THE PARTIES** in this regard.
3. Any dissemination, publication or use of said intellectual property must be previously authorized by **THE PARTIES**. Likewise, the corresponding recognition must be granted to those who have intervened in the generation of said intellectual heritage.
4. The information generated as a result of the implementation of the activities related to the execution of this Agreement is the property of the IBFC and UNALM, respecting at all times the intellectual property rights of third parties.

CLAUSE TWELVE.- USE OF INFORMATION

THE PARTIES undertake to keep confidential the information they produce or to which they have access as a result of the execution of this Agreement, without prejudice to the application of the provisions of the Single Harmonized Text of Law



No. 27806, Law on Transparency and Access to Public Information, approved by Supreme Decree No. 021-2019-JUS.

THE PARTIES undertake to make appropriate use of the information or documentation provided to them and/or to which they have access, and that this may only and exclusively be used for the purposes of fulfilling the purpose of this agreement; undertaking not to share it with third parties, unless expressly authorized by the party providing it.

In this sense, the information obtained by **THE PARTIES** may not be transferred, marketed and/or disclosed to third parties by any means or modality, in whole or in part, for consideration or free of charge, without prior communication, coordination and express acceptance by the other party.

In all cases, the information will be provided after communication between **THE PARTIES**, through their coordinators, taking into account the provisions established in Law No. 29733, Personal Data Protection Law and its regulations, approved by D.S No. 016-2024-JUS.

CLAUSE THIRDTTEEN. - OF THE RESOLUTION

This Agreement may be terminated for any of the following reasons:

- a) By unilateral decision of one of **THE PARTIES**, prior written communication to the other party no less than three months prior to the date of resolution.
- b) By mutual agreement between **THE PARTIES**, which must be expressed in writing.
- c) By express legal mandate.
- d) For non-compliance with any of the obligations assumed by **THE PARTIES** in this agreement. In this case, either of **THE PARTIES** must request in writing the fulfillment of the obligation within a period of no more than fifteen (15) business days, under threat of automatically terminating the agreement, if the non-compliance continues.
- e) When any of **THE PARTIES** is unable to continue the obligations due to force majeure or duly justified fortuitous event.

The resolution or termination adopted by one of **THE PARTIES** does not exempt it from completing the commitments assumed in the approved Specific Agreements that are in effect or in execution under this agreement, except in cases of fortuitous events or force majeure that prevent their continuation.

CLAUSE FORTHTEEN.- DISPUTE SETTLEMENT

Any divergence, conflict or controversy arising from the interpretation or execution of this Agreement will be resolved or clarified through direct dealings between **THE PARTIES**, following the rules of good faith and common intention of **THE PARTIES**, undertaking to make their best efforts to achieve a harmonious and amicable solution, in accordance with the spirit of mutual cooperation that animates **THE PARTIES** in the conclusion of this Agreement.



Without prejudice to the foregoing, disputes arising from the interpretation or compliance with this Agreement shall be resolved by means of extrajudicial conciliation.

If **THE PARTIES** do not reach a total agreement or a partial agreement, the controversial points will be submitted to the Judges and Courts of the city of Lima.

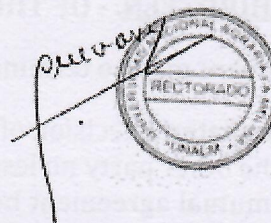
CLAUSE FIFTEEN.- DOMICILES

For all purposes of notifications and communications, **THE PARTIES** establish as their domiciles those indicated in the introduction to this Agreement. Changes of address must be made known to the other party forty-eight (48) hours in advance.

Both parties being in agreement, they sign this Agreement in two (02) copies of the same tenor and effect.



For LA UNALM



Professor YANG Yongkun
Director General

Date: 2025. 4. 23
Place: Changsha, China

Dr. Américo Guevara Pérez
Rector

Date: 16 - 04 - 2025
Place: La Molina, Lima