

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSIDAD NACIONAL AGRARIA LA MOLINA  
UNIVERSITY OF NORTH CAROLINA AT WILMINGTON**

This memorandum of understanding is entered into between, Enrique Ricardo Flores Mariazza PhD., Legal Representative of UNIVERSIDAD NACIONAL AGRARIA LA MOLINA, established by its Resolution N° 0003-2015-AUT-UNALM, whose DNI is 07852465, entity located at Av. La Molina s/n, District of La Molina, Department and Province of Lima, Perú - RUC 20147897406 and UNIVERSITY OF NORTH CAROLINA AT WILMINGTON, entity located at 601 South College Road, Wilmington, North Carolina, USA 28403, hereinafter referred to as the "Parties";

Considering their common interest in promoting the mutual cooperation in the area of education and research;

Desiring to expand the basis for academic and educational cooperation; and

Pursuant to the prevailing laws and regulations in their respective countries, as well as the procedures and policy of the Government of Peru and the Governments of the United States of America and the State of North Carolina concerning academic and educational cooperation;

HAVE AGREED as follows:

**ARTICLE I  
OBJECTIVE**

The objective of this Memorandum of Understanding is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the Parties. The Parties will encourage direct contact and cooperation between their faculty and administrative staff, departments and research institutions.

**ARTICLE II  
SCOPE OF COOPERATION**

The Parties undertake to promote and develop academic cooperation in the following ways:

1. Visit and exchange of graduate and undergraduate students for study and research;
2. Visit and exchange of staff for research, teaching and discussion;
3. Exchange of information including, but not limited to, exchange of library materials and research publications;
4. Organization of joint academic and scientific activities such courses, lectures; and
5. Joint research activities



### **ARTICLE III PLAN OF OPERATION**

Universidad Nacional Agraria La Molina and University of North Carolina at Wilmington will designate representatives to monitor the development of programs. As they conduct discussions in collaboration with the appropriate faculty and staff, they will proceed to exchange working plans describing the details of the projects and exchange activities and laying out the terms of participation for faculty, staff, and students. Once mutually agreeable plans have been devised and approved by the appropriate authorities in Peru and the United States.

The Plan of Operation will include such items as:

- a. Elaboration of the responsibilities of each institution for the agreed upon activities;
- b. Schedules for the specific activity;
- c. Budgets and sources of financing for each activity; and
- d. Any other items deemed necessary for the efficient management of the activity.

### **ARTICLE IV FUNDING**

The implementation of these activities may be arranged by individual agreements (specific agreements) which will be added to the present Memorandum of Understanding subject to mutual agreement between the parties. In case of student exchange a specific student exchange agreement will be necessary.

In these agreements the financial details shall be arranged in particular. Both institutions shall undertake efforts to raise funds. For all activities appropriate external funding must be secured. The university submitting a project proposal is in charge of ensuring that sufficient funds are available for its completion.

### **ARTICLE V SPECIFIC AGREEMENTS**

Exchange participants must have a comprehensive health insurance policy valid for the entire duration of the program which must cover essentially any risk of illness, hospitalization and accident insurance, this policy must also cover potential risks of the intern during the possible trips made by the country where is doing the internship. If necessary, additional host country insurance has to be obtained. Furthermore, visitors are solely responsible for sufficient insurance coverage with regard to third party liability.



**ARTICLE VI**  
**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**  
**AND DISCLOSURE OF INFORMATION**

1. If either Party wishes to disclose confidential data and/or information resulting from the cooperative activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made, excluding student academic data; and
2. Any arrangement arising from this Memorandum of Understanding involving intellectual property rights pertaining to research, publication, and/or commercial purposes shall be determined by specific arrangements to be agreed upon by the Parties at the time and included in a formal agreement.

**ARTICLE VII**  
**SETTLEMENT OF DIFFERENCES**

Any differences arising out of the interpretation and/or the-implementation of this Memorandum of Understanding shall be resolved amicably through consultation and/or negotiation by the Parties.

**ARTICLE VIII**  
**AMENDMENT**

This Memorandum of Understanding may be amended at any time, by mutual written consent of the Parties. Such amendment shall come into effect on the date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

**ARTICLE IX**  
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall be valid for a period of 4 (four) years, unless it is terminated at any time by either Party by giving written notification to the other Party 6 (six) months in advance.
3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any on-going projects or activities until the completion of such projects or activities.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding.



Signed in duplicate in Lima and Wilmington on the \_\_\_\_<sup>th</sup> of \_\_\_\_\_ in the year two thousand and nineteen in the English language, both texts being equally authentic.

For the


**UNIVERSIDAD NACIONAL AGRARIA  
LA MOLINA**


Enrique Flores Mariazza, Ph.D.  
Rector

For the

**UNIVERSITY OF NORTH CAROLINA AT  
WILMINGTON**

Jose V. Sartarelli, Ph.D.  
Chancellor

