

“STUDENT EXCHANGE PROGRAMME”

between

Institut National des Sciences Appliquées de Toulouse, Francia

and

Universidad Nacional Agraria La Molina, Peru

This amendment to the Memorandum of Understanding signed in 2018 between Universidad Nacional Agraria La Molina (hereafter referred to as “UNALM”) and the Institut National des Sciences Appliquées de Toulouse, France (hereafter referred to as “INSA Toulouse”) concerning the exchange of undergraduate and postgraduate students between the two Institutions (hereafter referred to as the “Programme”).

The Programme seeks to broaden the scope of the academic curriculum and to provide a unique learning experience for students in an overseas environment, as well as to promote co-operation between the two Institutions.

The parties agree on the terms stated hereunder:



1. Interpretation

- 1.1 The “Exchange Period” is defined as either one, or two consecutive academic semesters, or such equivalent period, but no longer than two academic semesters, or such equivalent period, in which the student is attached.
- 1.2 The “Exchange Student” is one who participates in the Programme between the Institutions.
- 1.3 The “Home Institution” is the institution in which the student is originally enrolled. The “Host Institution” is the Institution to which the Exchange Student is attached for the duration of the Exchange Period.
- 1.4. For the purpose of accounting, one “Unit of Exchange” is defined as one student attending part of, or an entire semester (or such equivalent period).



2. Student Exchange

2.1 The Programme is founded on reciprocity, with the intention of achieving an equal number of Units of Exchange each way over a mutually agreed period of time.



2.2 Two students in attendance for one semester each will be counted as the equivalent of one student for two semesters. In both cases, two Units of Exchange will have been achieved.

2.3 A maximum of “two” Units of Exchange each way per academic year will initially be arranged. However, the Programme is founded on a reciprocity basis, with the intention of exchanging an equal number of students; so, the Units of Exchange may be reviewed at any time



2.4 While there is a mutual agreement between the two Institutions, the exchange as provided by the terms of this Amendment may take a form other than academic studies, such as professional attachments. The Institutions agree that such attachments and visits will be included in the accounting of Units of Exchange, using a mutually agreed basis of inputting Exchange Units to these activities.

2.5 There is no obligation on either Institution to nominate students for the Programme or to accept any students nominated.



2.6 Exchange Students will continue to be treated as candidates eligible for degrees in their Home Institution, and will not be considered as candidates eligible for degrees in the Host Institution.

2.7 Exchange Students during the Exchange Periods will be subjected to the academic rules and disciplines of the Host Institution.

2.8 The Host Institution shall be entitled to terminate the Program with respect to any particular Exchange Student by notice in writing to the Home Institution in the event that the Exchange Student commits any breach of:

- the rules and policies of the Host Institution which are of sufficient gravity (in the sole discretion of the Host Institution) to warrant

- expulsion if committed by the normal matriculated students in the Host Institution; or
- the laws of the host country.

In the event of such termination, both Institutions shall assist each other in the repatriation of the Exchange Student.

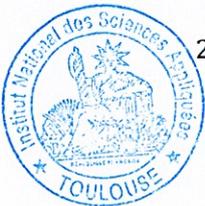


- 2.9 The Home Institution will be responsible for screening and selecting students for this Programme, subject to acceptance by the Host Institution. The final decision of acceptance or refusal of the candidates exclusively belongs to the Host Institution.



- 2.10 Students must be in good standing at the Home Institution, meet the academic entry requirements of the Host Institution, and be proficient in the language of instruction at the Host Institution to qualify for nomination.

- 2.11 The Host Institution will make reasonable effort to assist the Exchange Student to obtain housing by transmitting information regarding the local housing supply but is not obliged to provide housing or financial assistance of any kind whatsoever.



- 2.12 Exchange Students shall be responsible for obtaining their own visas and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue their studies at the Host Institution.

- 2.13 The obligations of the two Institutions under this Amendment are limited to Exchange Students only, and do not extend to their spouses and dependents if any.

- 2.14 No monies or monetary consideration will be exchanged between the two Institutions in relation to the Programme, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the Programme.

- 2.15 If an Exchange Student voluntarily withdraws before the end of the course, he or she will still be considered as having completed the relevant Units of Exchange for the purpose of accounting under the Programme. The parties agree that there will therefore be no replacement for such Exchange Student.

3. Student Enrolment, Attendance and Assessment

3.1 Before mobility, the Home Institution, the Host Institution and the student will agree on an individual Learning program to be undertaken by the student in the Host institution.

3.2 Certain programmes may be excluded from the exchange programme and the Host Institution reserves the right to exclude Exchange Students from restricted enrolment programmes. For admission to programmes or courses other than such restricted programmes, Exchange Students will be subject to the admission requirements, scheduling and capacity constraints of the Host Institution.



3.3 Full time participation at these courses by the Exchange Students is required. "Full time" will take such definition as required by the Host Institution.



3.4 Exchange Students must complete all examinations and assessment associated with any course units/modules for which they register regardless as to whether those courses are required for transfer of credit to their Home Institution.

3.5 Exchange Students will obtain credits for the courses in accordance with the regulations of the Home Institution. Official transcripts for each student will be sent directly to the Home Institution at the end of the Exchange Period. Responsibility for the transfer of Host Institution credit rests with the Home Institution.



3.6 The Institutions agree that an Exchange Student of the Home Institution who is a national of the country of the Host Institution will not be eligible to participate in the Programme without the permission of the Host Institution, as such participation may not serve the objectives of the Programme.

4. Fees and Other Expenses

4.1 Exchange Students will pay tuition and other fees at their Home Institution during the Exchange Period.

They will also pay for all personal expenses incurred at the Host Institution, including visa, housing, travel, meals, health insurance, books and stationery required.

They will be exempted only from tuition fees at the Host Institution.



- 4.2 The use of non-academic or non-obligatory facilities, services and functions at the Host Institution may require the payment of fees by the Exchange Student. Exchange Students may be required to pay additional fees at the Host Institution where they enrol in a course unit that involves the use of specific material, this includes, but is not limited to, laboratory fees, and fieldwork courses. Where these additional fees are applicable, Exchange Students will be required to pay these directly to the relevant Faculty/College.



5. Data Protection

- 5.1 Both Institutions appreciate that they will need to collect from, and disclose to the other Personal Data (as defined below) relating to Exchange Students (“Data Subjects”). Each Institution, being both a provider (“Disclosing Party”) and a recipient (“Receiving Party”) of Personal Data under this Amendment, agrees to take reasonable steps to assist the other Institution to ensure that the relevant data protection laws of each Institution are complied with when so advised by the other. In this respect, both Institutions agree that:



- The Disclosing Party will, prior to disclosing any Personal Data to the Receiving Party, obtain consent from the Data Subject to permit the Receiving Party to collect, use, disclose the Data Subject’s Personal Data for the purposes of the Exchange Programme.
- The Receiving Party will:
 - Use the Personal Data solely for the purposes for which the Disclosing Party disclosed the Personal Data;
 - Cease use of the Personal Data if the Data Subject withdraws his consent except where the relevant laws of the Disclosing Party permits the use;
 - Employ reasonable efforts to ensure that the Personal Data that it processes are accurate and complete;
 - Take appropriate technical and organisational measures to protect Personal Data;

- Not retain Personal Data for any longer than is necessary for business or legal purposes; and
- Not disclose or transfer any Personal Data received from the Disclosing Party to a third party without similar data protection terms and conditions as in this Amendment.



5.2 The provisions of this clause shall apply during the continuance of this Amendment and indefinitely after its expiry or termination.

5.3 For the purposes of this clause "Personal Data" shall mean; data whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which either of the Institutions has or is likely to have access.



6. Term and Termination

6.1 This Amendment shall commence from the latest date by which both parties have signed this Amendment and shall remain valid until the Memorandum of Understanding expires.



6.2 It may be terminated at any time with the mutual consent of both Parties, in writing.

6.3 It may be modified at any time with the mutual consent of both Parties, in writing.

6.4 It may be terminated by one Party giving the non-terminating Party 6 (six) months' notice in writing. In this case, actions previously taken shall be completed in due form.

6.5 After mutual agreement and authorization of legal bodies of each country, it may be renewed, in writing.

7. Contacts

Details of each party's contacts for the Programme are set out at Annexure 1 of this Amendment.



The provisions mentioned in the reference Memorandum of Understanding signed between the Parties apply to this Amendment.

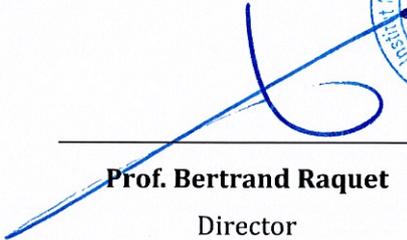
The Parties have accepted the contents and conditions of the Amendment and sign this document made of eight (8) pages and seven (7) Articles, and drawn up in two (2) copies in English language, each being authentic.



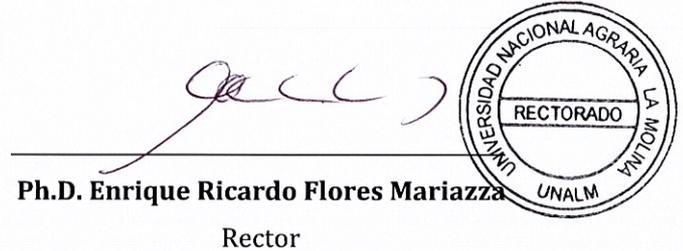
INSA Toulouse

UNALM





Prof. Bertrand Raquet
Director



Ph.D. Enrique Ricardo Flores Mariazza
Rector



Date:

Date:

19 NOV. 2020

Annexure 1

Student Exchange Programme Contacts

	INSA Toulouse	Universidad Nacional Agraria La Molina
Exchange Programme Management	<p>Dr Marie-Agnès DETOURBE Director of International Relations 135 avenue de Ranguail 31077 Toulouse Cedex 4, France</p> <p>Tel: +33 5 61 55 95 45 Email: direction-ri@insa-toulouse.fr HTML: http://www.insa-toulouse.fr</p>	<p>Javier Ñaupari Vasquez PhD Director of International Relations Av. La Molina s/n, Distrito de La Molina, Ciudad de Lima, Peru Apartado Postal: 12056</p> <p>Tel: + +511 349-5877 Email: ori@lamolina.edu.pe HTML: http://www.lamolina.edu.pe/</p>
International Student Centre/Office (if exists)	<p>International Relations Office (DRI) 135 avenue de Ranguail 31077 Toulouse Cedex 4, France</p> <p>Email (incoming mobility at INSA): relint.incoming@insa-toulouse.fr</p> <p>Email (Outgoing mobility of INSA): relint.outgoing@insa-toulouse.fr</p> <p>HTML: http://www.insa-toulouse.fr/en/international.html</p>	<p>International Relations Office (ORI) Av. La Molina s/n, Distrito de La Molina, Ciudad de Lima, Peru Apartado Postal: 12056</p> <p>Email (incoming mobility at UNALM) : ori@lamolina.edu.pe</p> <p>Email (outgoing mobility of UNALM): ori@lamolina.edu.pe</p> <p>HTML: http://www.lamolina.edu.pe/</p>