



MEMORANDUM OF UNDERSTANDING

between the

UNIVERSITY OF MIYAZAKI

represented by the

President,

1-1 Gakuen Kibanadai Nishi
Miyazaki City, Miyazaki Prefecture
Japan

and the

UNIVERSIDAD NACIONAL AGRARIA LA MOLINA

represented by the

Rector,

Av. La Molina s/n District La Molina,
Province Lima-Department of Lima
Peru

I. PREAMBLE

The Universidad Nacional Agraria La Molina (UNALM) and the University of Miyazaki (UoM) intend to engage in academic exchange. The purpose of this Letter of intent is to develop cooperation on the basis of equality and reciprocity and to promote relations and mutual understanding between the two institutions.

II. TERMS FOR THE COOPERATION

Co-operation shall be carried out subject to the availability of funds and may include the following activities:

- Exchange of faculty members, undergraduate students and research experts for short-term visits.
- Development and implementation of joint research projects.
- Organization of joint academic and scientific activities such as courses, lectures, symposiums, etc.
- Exchange of scientific materials, publications and other relevant information, other forms of academic exchange subject to mutual consent.

III. FUNDING

The implementation of these activities may be arranged by individual agreements (specific agreements) which will be added to the existing Memorandum of Understanding subject to mutual agreement between the parties. In these the financial details shall be arranged. Both institutions shall undertake efforts to raise



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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.

IV. SPECIFIC AGREEMENTS

In principle, cooperation may involve all faculties of UoM and all faculties of the UNALM. However, it will concentrate initially on the Faculty of Sciences (UNALM) and the Faculty of Agriculture and the Faculty of Medicine (UoM). Other departments or units can participate by mutual agreement at any time.

Exchange participants must have a comprehensive health insurance policy valid for the entire duration of the internship 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.

V. APPOINTMENT OF COORDINATORS

Each university will designate a responsible person who will coordinate the activities arranged within this agreement and support all concerned individuals in the operation of their tasks.

For the UNALM: Javier Ñaupari Vásquez, Head, Office of Inter-Institutional Management and Global Affairs, ORI.

For UoM: Tamaki Okabayashi, Professor of the Faculty of Agriculture.

VI. TERMS OF VALIDITY AND RENEWAL

- This Memorandum of Understanding will be valid for an initial of 3 years. It automatically becomes ineffective in the absence of any projects as outlined in II. Otherwise both parties would have to discuss an extension of the co-operation and bring about a written consent.
- This Memorandum of Understanding may be amended or terminated at any time by an exchange of letters between mutually agreeing representatives of both universities.

VII. DISSOLUTION

Any matter not expressly provided in this agreement and / or any discrepancies in its application and / or interpretation, will seek to be resolved in writing by direct agreement between the universities on the basis of rules of good faith and common intention of the parties, seeking for this purpose maximum cooperation for the



settlement of differences. Failure to find a solution the parties submit their dispute to arbitration law, to the effect that they designate.

VII INTELLECTUAL PROPERTY

This Memorandum of Understanding shall not be construed as any transfer assignment or infringement of any intellectual property rights or other materials between the two universities. Any necessary assignment or transfer of intellectual property rights or materials will be decided by the department involved at each institution and carried out in accordance with a separate agreement or contract, based on strict compliance with the relevant laws and treaties of the country concerned.

VIII LAWS

This Memorandum of Understanding shall be governed by and construed with in accordance with the laws of Peru or Japan depending on where the implementation of the Agreement on Academic Exchange will take place. Each exchange participant shall be made aware that in a case where he or she violates the laws of the host country, the host university shall bear no legal responsibility for the person's actions.

IX SIGNING OF THE AGREEMENT

This Memorandum of Understanding is produced in English. It is effective upon signature by the representatives of the partner institutions.

For the University of Miyazaki

For Universidad Nacional Agraria
La Molina


Tsuyomu Ikenoue, M.D., Ph.D.
President


Enrique Flores Mariazza, Ph.D.
Rector

Date: Oct 10, 2019

Date: 11-12-19