



**FRAMEWORK AGREEMENT FOR ACADEMIC AND CULTURAL
COOPERATION BETWEEN UNIVERSIDAD NACIONAL AGRARIA LA
MOLINA
AND YAMAGATA UNIVERSITY**

PARTIES:

The two parties involved in this cooperation agreement are: **Yamagata University**, henceforth designated as **YU** and **Universidad Nacional Agraria La Molina**, inter alia aims to provide directly or in collaboration with other institutions of higher learning facilities for university education including technological and professional education and research; as long as participating in the discovery and transmission of knowledge and the stimulation of intellectual life and culture development. The Universidad Nacional Agraria La Molina, with R.U.C. N° 20147897406 and legal address in Av. La Molina s/n, districte of La Molina, province and department of Lima, represented by its President (Rector) Dr. Américo Guevara Pérez, identified with I.D.N. N° 10538747, designated by the Resolution N° 001-2021-AU-UNALM dated february 23, 2021 henceforth designated as **UNALM**.

Both Universities will be designated as "Partner Universities".

WHEREAS:

FIRST: That pursuant to the general provisions and regulations in the matter of cooperation; the "Partner Universities" have identified common objectives, which can be accomplished through inter-institutional cooperation.

SECOND: That both Universities are animated by a common spirit of establishing and developing close cooperation relationships in the fields of higher education, scientific and technical research.

THIRD: That pursuant to the laws and regulations that govern higher education and research at the **UNALM** (Peru) and **YU** (Japan).

The Partner Universities agree on the following terms and conditions;



PURPOSE OF THE AGREEMENT

By signing this agreement, the Partner Universities undertake to perform specific activities and to abide by the terms of this agreement and fulfill the responsibilities specified for each party in this agreement.

This agreement includes terms on the content of the exchange of undergraduate and graduate students, faculty members and researchers, joint research, funding, results, ownership and right of using, the responsibilities of the Partner Universities, confidentiality, publications, costs, validity and other such matters.

TERMS:

FIRST: OBJECTIVE

The Partner Universities have agreed upon fostering technical cooperation through joint research and student and faculty exchange focused on mutual interests and reciprocity.

SECOND: ACADEMIC EXCHANGE

The Partner Universities shall have in accordance make suitable arrangements for extending open invitations to students and lecturers who want to attend any call for academic exchange or internship. These arrangements above will mean performing all kind of pre and post paperwork towards the students or lecturers welfare. The lecturers and students undertake to fulfill all the requirement of the host country and the rules and regulations of the host party.

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 and repatriation costs and liability, this policy must also cover potential risks of the intern during the possible trips made by the country where is doing the internship.

Each university is responsible for the salaries of its own faculty lecturers while they are participating in the exchange and have the appropriate license.



The exchange period should be one or two semesters not to exceed one academic year. The duration of alternative periods may be negotiated.

The host party agrees to provide coordination support to help exchange students to ensure their food, accommodation, health insurance, visas and other basic necessities to prevent unexpected misunderstandings.

Exchange students must maintain registration at the sending institution. They will not be charged an entrance examination fee, admission fee and tuition fee by the host party, the former topic exclude any non regular documents which could be requested by the students or lecturer.

The credits given to a student at the host university can be acknowledged by his or her home university.

THIRD: RESEARCH

The joint research programs shall be organize under specific agreements in which it will determine budget management, implementation details, indispensable resources to fulfill the purposes set, specific responsibilities that correspond to each partner university and a proper schedule to manage it. In every case, these programs shall be approved by each partner university according to their rules and regulations.

The development of joint research projects shall be in disciplines and fields of mutual interest whose results will be shared reciprocally. Each partner university shall have access and exchange of related information on academic programs, as well as on scientific and cultural activities at each partner which promote the joint research.

No one of the partner universities shall apply neither perform joint research programs under the basis of this framework agreement citing independently, to own behalf neither behalf the Partner Universities without a formal notification.

FOURTH: APLICATION AGREEMENTS

The scope and conditions for the development of cooperatives projects that involve grants will be described in specific agreements which will require the approval of the legal representative or maximum authority of the Partner Universities.



FIFTH: CONFIDENTIALITY

The Partner Universities undertake to keep confidential any Confidential Information received from another party (including Result Material) and not to use such Confidential Information for any other purpose than that specified in this agreement.

However, this obligation of confidentiality shall not apply to information regarding which the recipient can demonstrate:

- a) That the information was public or generally available at the moment when it was disclosed under this agreement;
- b) That the information has become public or generally available since disclosure for reasons not due to the recipient;
- c) That it was in possession of the information or had developed it independently of some Joint Project between the Partner Universities;
- d) That it had received the information from a third party without an obligation of confidentiality; or
- e) It is liable to disclose due to an act or regulation.

SIXTH: INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS OF USING

Ownership and Right of Exploitation of the product of any joint research belong to the party who has created, invented or otherwise generated it.

Each party shall have, without consulting the other party or paying compensation to them, non-exclusive, non-transferable and limited Right of Use of any product for non-commercial research purpose during and after any project, excluding inventions applied for or granted patents.

Ownership of products created or generated jointly by the Partner Universities shall remain with those parties that have substantially contributed to the creation or generation of such product, in proportion to the value of contribution (financing/work/other) provided by each, unless otherwise agreed. The Partner Universities involved shall agree between them on Intellectual Property Rights such as patent applications, upholding and defending of rights and the distribution of any costs incurred thereby. Unless otherwise is agreed, the costs shall be divided in proportion to the Ownership.

Ownership of any product and right of exploitation may not be transferred to any third party during the Project. After the Project concludes, the Partner Universities shall for a



period of twelve (12) months give the other parties the right of first refusal concerning Ownership and Right of Exploitation of their products offering them to third parties.

SEVENTH: FUNDING

To achieve the objectives of this Framework Agreement, the Partner Universities undertake to make the necessary efforts to obtain funding sources for continued development activities of projects, research, programs without compromising its annual fiscal budget. Likewise, securing project financing of trade (equipment, operation, training fees and internships), the two universities are committed to finding the financial resources or other resources required to either the Ministry and / or to other institutions.

It should be noted that in any case, this agreement does not mean an obligation by the Peruvian and Japanese government.

In case of Graduate Programs, UNALM and YU compromise to waive entrance examination, admission and tuition fees or course fees for two students. To undertake those exemptions, it must exist prior coordination with the Coordinator of the specific program for Master or Doctorate.

EIGHTH: PUBLICATIONS AND REPORTS

The result of any joint project shall be public after the conclusion of the Project unless otherwise is provided by law or herein agreed.

Coordinators shall decide on the publication of any product on advice from their respective committee. If a partner university wishes to publish any part of their researches during a specific Joint Project, it may do so upon the consent of the respective committee upon such advice.

The publication of a specific product cannot be made in a way that can jeopardize the protection of Intellectual Property Rights.

Any publication will acknowledge the financial contribution from a third party.

The Partner Universities shall report on the progress of specific projects via meetings or via E- mail. Each partner is responsible for reporting the results to the highest authority of each university.



NINTH: AMENDMENTS, VALIDITY AND EXPIRY OF THE AGREEMENT

The Partner Universities may agree to make modifications and / or extensions of this agreement by the respective addenda as a result of the periodic assessments made during the time of validity.

Each university may request the amendment of the agreement. A meeting should be held jointly by the two partner universities, subject to approval by the competent authorities of each partner, if this is necessary.

Upon signature by each party, this agreement shall remain in effect for five (5) years from the date of the final signature or until terminated by either party. Such termination by one party shall be effected by giving the other party at least six (6) months advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is validly terminated, neither party shall be liable to reimburse the other for any monetary or other losses that may result.

TENTH: DISPUTES AND APPLICABLE LAW

Any matter not expressly provided in this agreement and / or any discrepancies in its application and / or interpretation, will seek to be resolved by direct agreement between the Partner 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 Partner Universities submit their dispute to arbitration law, to the effect that they designate.

ELEVENTH: CONTACT OFFICES

All notifications pertaining to this agreement shall be sent by mail, fax or e-mail to the following addresses:

1. YU

Contact Office:

Address: 1-4-12 Kojirakawa-machi, Yamagata-shi, 990-8560 Japan

Phone: +81-23-628-4017

Fax: +81-23-628-4491

E-mail: yu-rgkokusai@jm.kj.yamagata-u.ac.jp



2. UNALM

Contact Office: Office of Interinstitutional Management and Global Affairs - ORI

Address: Universidad Nacional Agraria La Molina s/n. La Molina – Lima 12. Lima, Perú.

Phone: +511 349 58 77

Post Office Box: 12056

E-mail: ori@lamolina.edu.pe

TWELFTH: COUNTERPARTS AND SIGNATURES

While the Partner Universities in accordance with each of the terms of this Framework Agreement, they signed it, which has been made in two (02) identical copies in English.

For / On behalf of Yamagata University

For / On behalf of Universidad Nacional
Agraria La Molina

Ph.D. Hidetoshi Tamate
President

Dr. Américo Guevara Pérez
Rector

Date 02/12/21

Date _____

Annexure 1

Contacts

	Yamagata University	Universidad Nacional Agraria La Molina
Exchange Programme Management	<p>Hiromi KONNO (Mr.) Director of International Affairs Division, Yamagata University</p> <p>Address: 1-4-12, Kojirakawa-machi, Yamagata City, Yamagata, JAPAN</p> <p>Postal code: 990 8560</p> <p>Tel: ++81-23-628-4118</p> <p>Email: yu-rgkokusai@jm.kj.yamagata-u.ac.jp</p> <p>HTML: https://www.yamagata-u.ac.jp/en/</p>	<p>Econ. Yeny Moya Gonzales 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>Study Abroad Student Support Kojirakawa Campus International Center 1-4-12 Kojirakawa-machi, Yamagata-shi, 990-8560 Japan</p> <p>Email (incoming mobility at YU): yu-int-office@jm.kj.yamagata-u.ac.jp</p> <p>Email (Outgoing mobility of YU): yu-int-office@jm.kj.yamagata-u.ac.jp</p> <p>HTML: https://www.yamagata-u.ac.jp/</p>	<p>International Relations Office 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>