



The UNIVERSITY of OKLAHOMA

MEMORANDUM OF UNDERSTANDING
between
THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
and
THE UNIVERSIDAD NACIONAL TORIBIO RODRÍGUEZ DE MENDOZA
DE AMAZONAS

The Board of Regents of the University of Oklahoma (University of Oklahoma), a constitutional state entity of the State of Oklahoma ("University of Oklahoma"), based in 660 Parrington Oval, Norman, OK 73019-0390 in this act represented by its Office of the Vice President for Research and Partnerships and the National University Toribio Rodríguez de Mendoza de Amazonas, based in 342-350-356 Higos Urco St., Chachapoyas, Chachapoyas, Amazonas, Perú 01001, represented by its Rector **JORGE LUIS MAICELO QUINTANA, Ph.D.**, National Peruvian ID N° 33429798 resolve to sign this Memorandum of Understanding ("MOU"), through the agreement and conditions that are detailed:

WHEREAS, the University of Oklahoma and the National University Toribio Rodríguez de Mendoza de Amazonas desire to promote the enrichment of their research, discovery, learning, teaching, and engagement missions; and

WHEREAS, the University of Oklahoma and the National University Toribio Rodríguez de Mendoza de Amazonas desire to strengthen and expand the mutual contacts between the two institutions; and

WHEREAS, the University of Oklahoma and the National University Toribio Rodríguez de Mendoza de Amazonas desire to provide for a variety of collaborative research opportunities for faculty and students at the two institutions on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. **Scope of Collaboration** - This MOU shall commemorate both institutions' intent to enter into but not be limited to, the following types of collaboration:
 - A) Research collaboration of faculty and research scholars
 - B) Exchange of students for research activities
 - C) Collaborative Research and Discovery, Learning and Teaching, and Engagement
 - D) Technical Assistance
 - E) Other mutually-agreed educational or research programs



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Before implementing these activities, the institutions will discuss the opportunities and challenges presented and will thereafter enter into specific activity agreements based on the mutually agreed objectives and outcomes.

- II. Period of Collaboration** - Collaboration under this MOU shall commence upon the Effective and will continue for a period of five (5) years. This MOU may be extended beyond five (5) years by mutual written agreement. In addition, either institution may discontinue this MOU by providing thirty (30)-days' written notice to the other institution. Expiration or discontinuation of this MOU shall not affect any Activity Agreement (defined below) executed prior to the expiration or discontinuation of this MOU.
- III. Activities Under This MOU** - It is expected that activities taking place under this MOU will be initiated primarily by research units within each institution, and in coordination with their respective administrative units concerned with international activities. To the extent permitted by applicable law, all activities undertaken must conform to the policies and procedures in place at each institution. For the University of Oklahoma, faculty and student exchanges will follow university guidelines for faculty and student exchange.
- IV. Planning and Management of Activities** – Each distinct collaboration program or activity will be described in a separate agreement (“Activity Agreement”) drawn up jointly and signed by authorized signatories of each institution. Such Activity Agreements will specify the names of those individuals at each institution responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The institutions understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property, disclosure of proprietary information, export control compliance, protection of individual privacy, and other deliverables. Therefore, the University of Oklahoma reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for the University of Oklahoma.
- V. Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved in writing by both institutions.
- VI. Nondiscrimination** – The institutions agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this MOU.
- VII. Use of Name** - The National University Toribio Rodríguez de Mendoza de Amazonas will not use the name of the University of Oklahoma, nor of any member of the University of Oklahoma’s program staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University of Oklahoma. The



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University of Oklahoma will not use the name of the National University Toribio Rodríguez de Mendoza de Amazonas or any employee of the National University Toribio Rodríguez de Mendoza de Amazonas, in any publicity, advertising, or news release without the prior written approval of the National University Toribio Rodríguez de Mendoza de Amazonas.

- VIII. Modification** – The terms of this MOU may be changed or modified only by written amendment signed by the signatories of this MOU.
- IX. Prevailing Language** - Should this document be executed in two languages, the English version of this Memorandum of Understanding represents the understanding of both institutions. Any other version is provided as a translation. In the event of conflict between the two versions, the English version will prevail.
- X. Non-Binding** – This MOU is non-binding and solely for the purpose of establishing a basis upon which the institutions will continue discussions. This MOU is not intended to and does not give either institution any rights to enforce any of its provisions. Nothing in this MOU will be construed as creating a binding legal relationship between the institutions. Either institution may at its sole discretion terminate discussions for any reason by giving thirty-day written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this MOU, the institutions may attempt to resolve such dispute through friendly negotiation or either institution may elect to terminate the agreement pursuant to the previous provision. Upon termination, the institutions will have no further obligations hereunder.
- XI. Foreign Corrupt Practices Act** – Both institution represent and warrant to each other that they are aware of the requirements of the United States Foreign Corrupt Practices Act (the “FCPA”) and that they will not, and will not allow their owners, employees, representatives, officers, directors, contractors or other agents to take any action in connection with this MOU or any separate Activity Agreement to provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to (i) any government official (or any agent, employee or family member thereof), (ii) any political party or candidate for political office, or (iii) any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing in (i) or (ii), for the purpose of obtaining or retaining business or funding, to direct business or funding to any person or entity, or to secure any other improper advantage.
- XII. Export Controls** – The Parties agree to comply with all applicable U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR 120- 130, the Export Administration Regulations (EAR), 15 CFR 730-799, and the Foreign Assets Control Regulations (FACR), 31 CFR 500-599, in the performance of this agreement. Neither party will export or reexport controlled items or technologies without first obtaining any necessary export licenses or other government approval such as qualifying for exemptions or license exceptions.



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XIII. Communication – Each institution will designate an individual to coordinate this MOU and all endeavors that may derive from it. For this purpose,

University of Oklahoma designates:

Name: Dr. Timothy Filley
E-mail: filley@ou.edu
Address: 201 Stephenson Pkwy, Suite 1101, Norman, OK 73019
Phone number: 405-325-5647

Universidad Nacional Toribio Rodriguez de Mendoza de Amazonas designates:

Name: Jorge Ronny Díaz Valderrama
E-mail: jorge.diaz@untrm.edu.pe
Address: 342-350-356 Higos Urco St., Chachapoyas, Chachapoyas, Amazonas, Perú 01001
Phone Number: +51 935 028 828

IN WITNESS WHEREOF, the institutions have executed this MOU as of the date of the final signature below.

Signing for the Board of Regents of the University of Oklahoma

Dr. Tomas J. Diaz de la Rubia
Vice President for Research and Partnerships
University of Oklahoma

5/23/2023

Date

Signing for the National University Toribio Rodríguez de Mendoza de Amazonas

Jorge L. Maicelo Quintana, Ph.D.
Rector
National University Toribio Rodríguez de Mendoza de Amazonas

05-08-23

Date