

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF OSTRAVA
AND
UNIVERSIDAD PERUANA DE CIENCIAS APLICADAS S.A.C.

A. PURPOSE AND SCOPE

In recognition of the proven value of international experiences for students, faculty and staff, and to strengthen the existing cultural and educational links between both institutions, **University of Ostrava (UO)**, Dvořákova 7, Ostrava, 701 03, Czechia, and **Universidad Peruana de Ciencias Aplicadas S.A.C. (UPC)**, Av. Prolongación Primavera 2390, Los Álamos de Monterrico, Santiago de Surco, Lima,- Peru; establish this Agreement to facilitate educational exchanges between the institutions.

Specific areas of cooperation between the two institutions may include, but are not limited to the following:

- 1) Exchange of students (as detailed in section C)
- 2) Internship programs for students
- 3) Special short-term academic programs
- 4) Exchange of faculty and staff (as detailed in section D)
- 5) Implementation of mutual research projects
- 6) Cooperation on seminars, workshops and academic meetings

Subject to mutual consent, the area of cooperation includes any program offered at either institution in which the two institutions believe cooperation is feasible and desirable and which could contribute to fostering and developing a mutually beneficial relationship between the two institutions.

However, all programs shall be subject to mutual consent, availability of funding, and approval of each institution. Both Institutions agree that the execution of any other activity and / or project other than those established in Section C and D of this Agreement, will imply the signing of a Specific Agreement, where the project, budget, obligations and other conditions must be detailed. This document must be signed by the legal representatives of both institutions before executing the activity and/or project.

B. DEFINITIONS

1. For the purpose of this Agreement “exchange students” are students who may study at the host institution and/or complete an internship or project for one semester or one academic year. They will be classified as exchange students and will not be eligible for degree status at the host institution, unless previously agreed by both institutions. The “exchange program” is the program pursuant to this Agreement.
2. “Home institution” shall mean the institution at which a student intends to graduate, and “host institution” shall mean the institution which has agreed to accept the student from the home institution.
3. “Faculty” represent the appropriate academic entity at the respective institutions. For the purpose of this Agreement “staff” refers to administrative and technical employees of the institutions.
4. “Institutions”. UO and UPC.

C. EXCHANGE OF STUDENTS

1. UO and UPC agree to exchange students between the two institutions.
2. Applicants for participation in the exchange program will be selected according to criteria established by the home and the host institution. These applicants will be selected by the home institution and subject to final acceptance by the host institution.
3. All exchange students must be registered and must remain enrolled as full-time degree-seeking at the home institution as a condition of acceptance into the exchange program. Exchange students must be in good academic standing prior to participating in the exchange program. Students are eligible to participate if they have satisfied any language proficiency requirements of the host institution.
4. Students participating in the exchange program will not be expected to pay tuition fees at the host institution. Students will pay tuition fee to the home institution in accordance with the policies of that institution.
5. A maximum of three (3) students per institution can participate on the exchange programs each academic year. Both institutions will try to maintain a balance in the number of exchanged students. If the limit is surpassed, additional students would pay the tuition fees from the host institution.
6. Students will be responsible for making their travel arrangements and shall bear all associated costs including transportation, housing, meals, academic materials, medical care expenses, health insurance, personal expenses, required orientation fees, passport/visa application fees etc.
7. Students must carry adequate health, emergency evacuation and repatriation insurance coverage to the satisfaction of the host institution. The costs will be borne by students.
8. Students will be subject to the rules and regulations of the host institution and the laws of the host country. They will be entitled to regular academic resources and support services generally available to locally enrolled students.
9. The host institution will make every effort to facilitate integration of international students into the student life of the host institution.
10. Each institution serving as host institution will provide official academic records to the home institution for all students who participate in the exchange. It is the student's responsibility to sign any required information release forms so that the home institution may obtain information relating to the student's academic progress and attendance at the host institution. The eventual equivalence at the home institution of academic credits earned at the host institution will be established by the home institution.

D. EXCHANGE OF FACULTY AND STAFF

1. Both institutions agree to encourage faculty and staff participation in exchange program activities from host to host institution. Approval of both institutions will be required for all exchanges.
2. Applicants for participation in the exchange will be selected by the home institution and will be subject to acceptance by the host institution.
3. The period of the exchange will be determined by the purpose of the exchange. The duration of faculty and staff exchanges shall be arranged as appropriate and in accordance with the established rules and practices of the host institution.
4. The conditions of any faculty and staff exchanges will be agreed between the parties prior to the staff exchange commencing. This includes financial responsibilities, insurance coverage, housing etc.

E. COMMUNICATION

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

UO designates:

Name: Marek Suchanek

E-mail: marek.suchanek@osu.cz

Address: Mlýnská 5, Ostrava, 702 00, Czechia

UPC designates:

Name: Josilú Carbonel Falcón, Director, International Office

E-mail: josilu.carbonel@upc.edu.pe

Address: Av. Prolongación Primavera 2390, Santiago de Surco, Lima, Perú.

Either institution may change its designated liaison officer by written notification to the designated liaison officer of the other institution. The officers will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programs, routine communication, and processing of enrolments and activities.

F. RENEWAL, REVIEW, TERMINATION AND AMENDMENT OF THE AGREEMENT

1. This Agreement should be signed by official representatives of both institutions.
2. It will be effective from the date of the last signature for an initial period of five (5) years. The present Agreement may be renewed by written agreement between the parties, the renewals shall be for an additional five (5) years.
3. Both institutions will be responsible for regularly reviewing the program(s) on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation in scholarship and research.
4. Either institution reserves the right to withdraw from this Agreement by giving six-month written notice to termination. Exchanges planned or in progress when termination is initiated will be satisfactorily completed.
5. Items not covered by the Agreement may be raised and negotiated separately by both institutions without abrogating this Agreement. Amendments or changes shall be made in writing and signed by the duly authorized representatives of the institutions.
6. If any provision of this Agreement is found to conflict with any laws, statutes or regulations in force in the home or host country, such provision will be null and void, but all other provisions without such conflicts shall remain in effect.
7. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either institution as the agent of the other institution, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other institution.
8. Each institution must keep the other institution's private information confidential; besides undertake to comply with all the regulations on Protection of Personal Data of their country. It will be their

responsibility to protect the personal information of students, professors, researchers and/or participants in any of the activities that execute according to this Agreement.

9. Neither institution shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, epidemic, court order, governmental action, acts of war or terrorism, earthquake, fire, flood, action of the elements or other acts of God or public enemy, labour conditions, power failures, and Internet or other network disturbances.
10. The persons who sign this Agreement have the authority to do so and are legitimized according to the powers mentioned in the initial part of this Agreement. They are legally authorized to enter into this Agreement and their legal representation is in force in all its terms, since it has not been revoked, suspended or limited in any way. Therefore, the Parties undertake to execute the object of the Agreement and will be obliged to comply with the provisions of the other clauses and conditions provided therein.
11. In case of controversy over the interpretation, validation, nullity and / or application of the Agreement and Specific Agreements, it must be resolved under the rules of good faith and through coordination of the Contact persons listed in section E.
12. The parties agree that they will jointly enjoy the rights granted by the laws on intellectual property, both in the Peruvian Republic, as in other countries regarding the products and results of the research carried out in the framework of this Agreement, according to your contributions to the project.

G. ANTI-BRIBERY

1. UO agrees to comply with Laureate's Anti-Corruption Policy and UPC's Anti-bribery Management System. The latest version can always be found in: <https://www.laureate.net/ethics-compliance/> and Anti-bribery Management System | SICA (upc.edu.pe). Additionally, UO agrees to comply with the UPC's Anti-Bribery Management System, the conditions of which can be found at the following link: <https://sica.upc.edu.pe/publico/sistema-de-gestion-antisoborno>
2. If UO breaches this provision, UPC may terminate this Agreement immediately by a written notice, and UO shall be responsible for any damage caused to UPC.

H. REGISTER OF CONTRACTS

The UO is an obliged entity pursuant to Act No. 340/2015 Coll., Act on the Register of Contracts (hereinafter the "Act on the Register of Contracts"). The UPC acknowledges and expressly agrees that this Agreement in full is subject to publication in the Register of Contracts (information system of public administration, administered by the Ministry of the Interior). The UO undertakes to publish this Agreement in compliance with the provisions of the respective Act on the Register of Contracts.

This Agreement has been signed in two (2) versions in English, both equally valid, and of which each university has taken one. Each university may accompany the signed Agreement with a translated version for internal reference purposes, always recognizing the English version as having legal authority.

University of Ostrava

Universidad Peruana de Ciencias Aplicadas
S.A.C.

doc. Mgr. [REDACTED], Ph.D.

Rector

[REDACTED]
Rector

- 8. 01. 2024

Date: 26 -02- 2024

Date:

Universidad Peruana de Ciencias Aplicadas
S.A.C.

[REDACTED]
Gustavo Guerrero Vásquez

Vice Rector of Planning and Development

Date: 21 -02- 2024

