



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL CENTRE FOR GENETIC ENGINEERING AND BIOTECHNOLOGY
AND THE NATIONAL UNIVERSITY TORIBIO RODRÍGUEZ DE MENDOZA DE
AMAZONAS

This Memorandum of Understanding (hereinafter “MoU”) is entered into by the International Centre for Genetic Engineering and Biotechnology (hereinafter also referred to as “ICGEB”) and the National University Toribio Rodríguez de Mendoza de Amazonas (hereinafter referred to as “UNTRM”) and hereinafter also referred individually to as “Party” or jointly to as “the Parties”.

Considering that the International Centre for Genetic Engineering and Biotechnology is an intergovernmental organization to provide the international community with a Centre of excellence for research, training, and technology transfer in the field of genetic engineering and biotechnology, supporting its Member States in progress towards the achievement of the 2030 Sustainable Development Agenda.

TAKING NOTE that the ICGEB, through the activities of its three Components, located in Trieste, New Delhi and Cape Town, provides a scientific and educational environment of the highest standard and conducts innovative research in life sciences for the benefit of developing countries, strengthening the research capability of its Member States, Perú.

RECALLING that the UNTRM is an educational institution, whose aim is research and development;

DESIRING to enhance mutual collaboration as well as cultural, scientific and operational interaction that may lead to significant improvements of the activities of the two Parties.

HAVE AGREED as follows:

ARTICLE 1

Objective

Both Parties have agreed to establish a general framework for cooperation, research, training, and technology transfer under the terms detailed below.

ARTICLE 2

Implementation of the MoU

Implementation of the projects, programmes and activities to be developed according to this Memorandum will be detailed in separate agreement(s) that will refer to and complement this MOU.

Each separate agreement shall be signed before undertaking any common activities and it shall clearly define the modalities of participation of each Party, the responsibilities, duration of the agreement, the modalities of financing as well as the budget, the contributions made by each of the Parties and the reporting obligations.

ARTICLE 3

Areas of Cooperation

The Parties shall encourage and promote cooperation in the following areas of mutual interest covered by this MOU as:

- 1) training and technical assistance on Biomanufacturing and Technology Transfer
- 2) the Tech Transfer platform to be established by the ICGEB



- 3) training in R&D for medical biotechnology, plant biology and biotechnology.
- 4) Education for the development of biotechnology products and tech transfer.

ARTICLE 4

Forms of Cooperation

Forms of cooperation under this Memorandum may consist of the following, subject to the future development by the Parties of specific initiatives:

- a. Participation in joint research and joint publications.
- b. Support joint events, seminars, workshops, and staff exchanges on a short-term basis.
- c. Increase partnerships of the parties with other organizations.
- d. Development mechanisms of effective tech transfer

ARTICLE 5

Requirements of Cooperation

The collaborative activities to be carried out by the Parties, should meet the following requirements:

- All collaborative activities must be of high scientific standard and beneficial to the advancement of science and technology;
- Each collaborative activity should be significant both from a scientific point of view and as a project for bilateral cooperation;
- All collaborative activities arising from the present MoU should be performed on a basis of equality and by mutual consent of the Parties.

ARTICLE 6

Annual review

ICGEB and UNTRM shall annually review and assess the implementation of the MoU together with the developed and implemented projects, programmes, and activities in the above-identified areas of cooperation. The results of the assessment shall be presented to the institutes' governing bodies.

ARTICLE 7

Intellectual Property Rights

The Parties shall ensure protection of all intellectual property rights created or shared under this MoU as well as related agreements or other arrangements. As a general principle, intellectual property rights shall remain with the originating Party. Different clauses on intellectual property rights, such as joint property rights or the granting of specific licenses, will be agreed in writing on a case-by-case basis in the project document or related agreement.

ARTICLE 8

Confidentiality

Both parties will agree on the limits of confidentiality in the specific agreements, which might be signed within the framework of this agreement. In addition, and in the event that confidential information is exchanged as a result of the established bonds, the parties agree on the non-disclosure and reserve of the methodological and scientific aspects pointed out as confidential by the parties, while this agreement is in force.



ARTICLE 9

Technical cooperation and funding

The present MoU does not constitute any obligation of funds by either Party.

The Parties will consult and agree on the implementation of this MoU. They may, through separate agreements defining all activities and detailed participation modalities, decide to jointly act in the designing, formulation, submission, funding, and implementation of projects or programmes of common interest. The parties' financial contribution shall depend, however, on the real availability of necessary financial resources at the beginning of each activity.

The personnel of either party working on any activity contemplated under this MoU or related agreements, will remain subject to the authority of the Party to which they belong. No legal work relationship shall be established with the other Party and in no case shall the other Party be considered a substitute employer.

ARTICLE 10

Focal Points

In order to coordinate, the Parties designated as focal point for the implementation of this Memorandum of Understanding:

- for the ICGEB, Dr. Lawrence Banks, Director General
- for the UNTRM, Dr. Stella Chenet Carrasco, Director of the Tropical Diseases Research Institute.

ARTICLE 11

Consultation and Dispute Settlement

The Parties agree to consult periodically or at the request of each Party concerning the implementation of this MoU.

Any difference or dispute between the Parties derived from the interpretation or implementation of this Memorandum of Understanding, or any document or agreement relating hereto, shall be settled amicably through negotiation between the Parties.

ARTICLE 12

Entry into Force, Duration and Termination

This Memorandum of Understanding shall enter into force on the date of the last signature and shall remain in force for a period of five (5) years, renewable in writing for equal terms before its termination, unless either Party declares its willingness to terminate with an anticipation of not less than six (6) months.

Either Party may terminate this MOU at any time, by written notice to the other Party. Such termination shall be effective six (6) months after the date of notification.

The termination of this MoU shall not affect the implementation of programmes and projects undertaken under this MoU and not yet completed at the time of the termination notice.

ARTICLE 13

Name, Emblem and Seal

In any activities to be developed in the framework of this MoU and/or its specific agreements, when relevant, the name, emblem and seal of both institutions shall be used, in accordance with their own rules and regulation unless objected by the concerned Party.



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ARTICLE 14 Data protection

By accepting and signing this MoU (whether by electronic means or otherwise), the UNTRM hereby consents to the collection, holding, storage and processing of personal data eventually provided to the ICGEB, on computer or other relevant filing systems for all purposes and time necessary for the implementation of this MoU in accordance with ICGEB's privacy guidelines.

ARTICLE 15 Privileges and immunities of ICGEB

Nothing in this MOU or relating to this shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities of the ICGEB, its officials and experts as foreseen by its Statutes and applicable international law.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the ICGEB and of UNTRM respectively, have on behalf of the Parties signed the present Memorandum of Understanding.

Done in on in duplicate in English, both being equally authentic.

For ICGEB

Lawrence Banks
2025.02.28
14:12:43 +01'00'

Dr. Lawrence M. Banks,
Director General

For UNTRM



Firmado digitalmente por:
MAICELO QUINTANA JORGE
LUIS FIR 33429798 hard
Motivo: Soy el autor del
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Jorge Luis Maicelo Quintana Ph.D.
President